

**Form 120P  
Incentive Application—Standard Equipment  
Existing Buildings**



To be completed by Participant and Trade Ally Contractor or other Contractor

*Lockheed Martin Services, Inc. is a Program Management Contractor for Energy Trust of Oregon, Inc.*

<b>How did you hear about Energy Trust?</b>		<b>From whom did you hear about Energy Trust?</b>		<b>Program Use Only</b>	
<input type="checkbox"/> Email	<input type="checkbox"/> Web/Online	<input type="checkbox"/> Cascade Natural Gas	<input type="checkbox"/> Pacific Power	Project ID	FastTrack ID
<input type="checkbox"/> Event	<input type="checkbox"/> Utility Bill	<input type="checkbox"/> Contractor	<input type="checkbox"/> PGE	Currently Self-directing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mail	<input type="checkbox"/> Referral	<input type="checkbox"/> Energy Trust	<input type="checkbox"/> Friend/Family	Eligible to Self-direct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> News	<input type="checkbox"/> Other	<input type="checkbox"/> NW Natural	<input type="checkbox"/> Other		
If Other:		If Other:			

**Eligibility Information**

Commercial, municipal and institutional customers located in an electric or natural gas utility territory served by Energy Trust can submit this form to apply for incentives for the purchase and installation of qualifying energy-efficient equipment. See our website, at [www.energytrust.org](http://www.energytrust.org), for current qualifying equipment efficiency specifications. **Program services and incentive offerings may vary by territory.**

- In Oregon, electric customers of Portland General Electric or Pacific Power are eligible to apply for incentives for qualifying electric energy-saving equipment, and natural gas customers of NW Natural (on rate schedules paying the public purpose charge) or Cascade Natural Gas are eligible to apply for incentives for qualifying natural gas energy-saving equipment.
- In Washington, natural gas customers of NW Natural on one of the following rate schedules are eligible to apply for incentives for qualifying natural gas energy-saving equipment: commercial firm sales customers served on Schedule 3, 41 and 42.

**If you have any questions, please contact us to verify eligibility before you complete this form.** Final determination of eligibility for Energy Trust incentives rests solely with Energy Trust.

**Participant Information**

Are you the:		Would you like to be contacted about solar opportunities?	
<input type="checkbox"/> Building Owner	<input type="checkbox"/> Building Tenant	<input type="checkbox"/> Property Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No
Legal Business Name (as shown on last income tax return)			
Assumed Business Name (if different from above)			
Contact	Title		
Mailing Address	City	State	Zip
Telephone	Fax		
<input type="checkbox"/> home <input type="checkbox"/> mobile <input type="checkbox"/> office			
Email			

**Project and Facility Information**

**If requesting incentives for the same equipment at different locations please attach a spreadsheet which contains the site address, utility accounts, and quantity and type of equipment installed at each location.**

Project Name		County	
Site Address	City	State	Zip
Business Type (select)	Sq Footage of Project	Sq Footage of Building	
Project Type <input type="checkbox"/> Equipment Upgrade <input type="checkbox"/> Tenant Improvement <input type="checkbox"/> New Construction/Addition <input type="checkbox"/> Renovation/Remodel			
Type of Existing Space Heating Equipment	Fuel Source	<input type="checkbox"/> Gas	<input type="checkbox"/> Oil <input type="checkbox"/> Electric



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**PAYMENT:** Incentives will be paid to eligible Participants following (i) installation of the qualifying energy efficient equipment, at the site address listed, in accordance with Program requirements, (ii) submission of this completed application, a completed **IRS Form W-9 (Request for Taxpayer Identification Number and Certification)**, and all required accompanying project cost documentation, and (iii) satisfactory completion of a post-installation verification, if required. Please allow 60 days from Energy Trust's receipt of all information for delivery of payment. Failure to deliver all required documentation may result in a delay or withholding of payment. Participant agrees and acknowledges that its acceptance of any Energy Trust incentive funding for energy-efficient equipment identified in this application constitutes representation and warranty to Energy Trust that Participant needed and used such funding for the purpose of purchasing and installing the energy-efficiency equipment as described herein.

**PROJECT COST DOCUMENTATION:** Participant must submit all sales slips, invoices, manufacturer specification sheets and other pertinent documents itemizing the equipment purchased. The project cost documentation submitted must show (i) the date of purchase and itemized price paid, (ii) size, type, make, and model or part number of equipment purchased, and (iii) a description of any installation or other labor charges. In addition to the required proof of purchase documentation, the Program may require additional site or technical information from Participant, for certain equipment, in order to determine whether it qualifies for incentives. Participant will provide Energy Trust with additional proof of purchase or other requested equipment information upon request. In addition, Participant agrees to inform Energy Trust of any external funding sources received by Participant that directly reduce all or a portion of the final project costs incurred by Participant for the energy-efficiency equipment specified in this application (for example, state/federal funding, grants, discounts, rebates, incentives or other similar types of consideration (the "Grant Funds")). While Energy Trust encourages leverage of its incentive funding to reduce Participant's final project costs for the purchase and installation of such equipment, the amount of Energy Trust incentive funding may never exceed an amount equal to final project costs minus Grant Funds received by Participant for the project. Energy Trust reserves the right to request additional project documentation for review, as it deems necessary, prior to payment of incentives to ensure accountability for Program funds.

**INCENTIVES:** Funds for incentives are limited and subject to budget availability. Details of the Program, including incentives and other requirements, are subject to change. The total incentive provided (i) will depend upon the incentive amounts in effect, as posted on the applicable **Program Information Sheet(s)**, as of the equipment installation date, and (ii) will never exceed the total project cost. Incentives paid to any Participant for all applications submitted to Program are limited to a maximum of \$500,000 per site per year.

**IMPACT OF SELF-DIRECTION:** If Participant is a large energy user located in Portland General Electric or Pacific Power territory in Oregon, please be aware that whether or not Participant is eligible to self-direct a portion of its conservation public purpose charge through the Oregon Department of Energy will affect how much incentive funding Energy Trust will provide for the qualifying energy-efficient equipment. You agree that you will not claim self-direction credits for any equipment that receives Energy Trust incentive funding. With the exception of certain prescribed motors and air conditioning units, Participants that are currently applying self-direction credits against their conservation public purpose charge are generally eligible for up to 50% of the incentive amount that a non self-directing entity would be eligible to receive. It is Participant's responsibility to inform Energy Trust when submitting this application if it is or will be self-directing its conservation public purpose charge and is seeking the reduced incentive. If Participant receives the full Energy Trust incentive amount and then uses self-direct credits against the conservation portion of its public purpose charge within 36 months after receiving the Energy Trust incentive funding, Participant agrees to immediately notify Energy Trust and agrees to repay to Energy Trust a pro-rated repayment amount according to the following formula:

Pro Rated Refund Amount =  $0.5 \times A \times B$

A = total amount of Energy Trust incentives paid

B = (36 minus the number of months elapsed since payment of the Energy Trust incentive) divided by 36.

**VERIFICATION:** Equipment installations may be selected for a post-installation inspection or verification. Should Participant's facility be chosen for a post-installation inspection of the equipment, satisfactory completion of that inspection has to occur before payment is issued. This inspection is for the purpose of incentive payment only. No warranty is implied.

**TAX LIABILITY:** Energy Trust is not responsible for any tax liability which may be imposed on the Participant as a result of any incentive payment. Energy Trust is not providing tax advice, and any communication by Energy Trust is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.

**NO ENDORSEMENT:** Energy Trust does not endorse any particular manufacturer, contractor or product in promoting the Program. The fact that the names of particular manufacturers, contractors, products or systems may appear on this application or elsewhere in the Program does not constitute an endorsement. Manufacturers, contractors, products or systems not mentioned are not implied to be unsuitable or defective in any way.

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**EQUIPMENT INSTALLATION:** Participant represents that (i) it has the right to install the energy saving equipment on the property on which the equipment is installed and that any necessary consents have been obtained, and (ii) that all equipment installed and work performed complies with all federal, state, and local safety, building and environmental codes, and any manufacturer instructions.

**ACCESS AND EVALUATION:** Energy Trust and/or its representatives may request access to the property and may review and evaluate the project during and after completion. Participant agrees to provide reasonable access to the property for the purposes described herein.

**DISCLAIMER / NO LIABILITY:** In connection with some applications, Energy Trust will provide incentive funding for energy-saving equipment. Participant understands that, while Energy Trust may provide this funding, neither Energy Trust nor the PMC are supervising any work performed for Participant, and neither Energy Trust nor the PMC are responsible in any way for proper completion of that work or proper performance of any equipment purchased. Participant assumes the risk of any loss or damage(s) that Participant may suffer in connection with the installation of the equipment. Energy Trust does not guarantee any particular energy savings results by its approval of this application, or by any other of its actions.

**GOVERNING LAW:** This agreement shall be exclusively governed by and construed in accordance with the laws of the state of Oregon, without regard to any conflicts of laws rules thereof.

**ENERGY INFORMATION RELEASE:** Participant authorizes Energy Trust to access energy usage data for the project's specified accounts at the physical address of the project as listed and will provide other reasonable assistance to Energy Trust to obtain such information.

**INFORMATION RELEASE:** Participant agrees that Energy Trust may include Participant's name, city or county of business, Program services/incentives and resulting energy-savings in reports or other documentation submitted to Energy Trust's government overseers and relevant agencies administering energy programs. Energy Trust will treat all other Participant information gathered by Energy Trust through the Program as confidential and will report it in Program evaluations only in the aggregate.

**FACSIMILE/SCANNED SIGNATURES:** Facsimile transmission of an original document, or a scanned original document transmitted to Energy Trust as an attachment via electronic mail, shall be the same as delivery of the original signed document. At the request of Energy Trust, Participant shall confirm documents with a facsimile transmitted signature or a scanned signature by providing an original document.

**Participant Agreement**

By signing below, you represent and warrant that (i) Participant has read, understands and agrees to the terms and conditions of this agreement, and (ii) you have the authority to sign this agreement on behalf of Participant.

Participant's Authorized Representative <i>(printed name)</i>	Signature	Date
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**REMEMBER TO:**

- Complete and sign this application
- Attach copies of utility bills for this site's utility accounts
- Attach manufacturer specification sheet(s) and all other required project cost documentation for all equipment purchased
- Attach a completed IRS Form W9 for Participant (or other payee)

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**Option to Assign Payment to Contractor - PLEASE NOTE:** The Energy Trust incentive payment will be made to Participant unless Participant and Contractor complete the section below to assign the payment to Contractor. An *IRS Form W-9 (Request for Taxpayer Identification Number and Certification)* for the Contractor named below must be attached if this option is selected.

<b>PARTICIPANT AND CONTRACTOR</b>			
Do you want Contractor to take direct payment of the incentives in partial payment of its invoice? If so, both Participant and Contractor must sign below. Both Participant and Contractor understand and agree that if this option is selected the incentive check will be issued to the Contractor named below at the address listed below and Energy Trust is not responsible for any tax liabilities that may be associated with the incentive payment. In addition, Participant understands that, notwithstanding this assignment, responsibility for complying with the terms and conditions of this <b>Form 120P</b> shall continue to be the obligation of Participant, and Energy Trust's sole responsibility under the <b>Form 120P</b> agreement shall be to Participant. Accordingly, Contractor understands that it shall have no rights against Energy Trust or the PMC with respect to such assignment or the payment of the incentive, and in the event that Energy Trust does not pay the incentive as a result of Participant's failure to comply with the <b>Form 120P</b> agreement, Contractor's sole recourse shall be against Participant. Participant directs Energy Trust to pay any incentive to which it is entitled to the Contractor named below and waives all rights to directly receive the Energy Trust incentives for the identified energy-efficiency project.			
Contractor Name			
Mailing Address	City	State	Zip
Telephone	<input type="checkbox"/> cell <input type="checkbox"/> home <input type="checkbox"/> work		Fax
Participant Authorized Representative <i>(printed)</i>	Signature		Date
Contractor Authorized Representative <i>(printed)</i>	Signature		Date
<b>FOR MORE INFORMATION:</b> Call 1.877.510.6800, and ask for the Existing Buildings program.			