

Form 224C
Solar Pool Heating Sale Notification—Commercial
Renewable Energy Programs—Solar



To be completed by Trade Ally Contractor and Participant

Trade Ally Contractor Information

Company Name	Trade Ally #
Contact Name	Phone Number <input type="checkbox"/> office <input type="checkbox"/> mobile

System Information

Azimuthal Orientation (between 90 and 270 degrees: 180 degrees is true south)	Tilt degrees from horizontal	Type of Mount <input type="checkbox"/> Roof <input type="checkbox"/> Ground		
If roof mount, provide the following information:	Age of Roof years	(Must have at least 15 years of roof life remaining.)		
Describe type and condition of roof				
<i>Participant may be required to provide a receipt showing date of roof installation or a letter from roofing contractor estimating remaining roof life before this application can be processed.</i>				
Collector	Manufacturer	Model	Length of Piping Runs ft (collector outlet to mechanicals)	Total Collector Area ft ²
Note: Please show detailed collector sizing and orientation information on schematic.				

Pool Information

<input type="checkbox"/> Indoor Pool	Cover <input type="checkbox"/> Transparent Bubble	Surface Area ft ²	Capacity gallons
<input type="checkbox"/> Outdoor Pool	<input type="checkbox"/> Other (specify)		
If indoors, average ambient temperature °F	Pool Use Season	Opening Month	to Closing Month

Solar Resource Information

Determine how the annual solar resource available to this system will be reduced by external shading and suboptimal tilt/orientation of the array. Please use the Energy Trust of Oregon sun charts available on our website at www.energytrust.org/TA/solar/charts.html.

100 %	Solar Resource available after shading losses	100 % - ___ % annual shading Calculate using the applicable Energy Trust sun chart.
x	Tilt and Orientation Factor (TOF) Solar resource available after tilt and orientation losses.	From sun chart: percent of annual electricity produced relative to an optimal system.
=	Total solar resource fraction (TSRF) Annual solar resource available after shading, tilt and orientation losses.	Must be greater than 75% to qualify for Energy Trust incentive.

Performance Estimate

=	kWh/yr	or	therms/yr	Calculated Annual Savings	From Contractor Energy Calculations*.
x	%		%	TSRF	From Solar Resource section, above.
=	kWh/yr		therms/yr	Estimated Annual Savings	Derated for shading and tilt/orientation losses.

**Please attach energy calculations. Savings should be shown in therms when displacing gas usage.*

Form 224C
Solar Pool Heating Sale Notification—Commercial
Renewable Energy Programs—Solar



To be completed by Trade Ally Contractor and Participant

Incentive Calculator

Multiply **Calculated Annual Savings** (from Performance Estimate section, above) by the incentive amount offered in corresponding service territory.

Calculated Annual Savings	Incentive Rate				
<input type="checkbox"/> kWh	x	\$	=	\$	
<input type="checkbox"/> therms					

Total Estimated Energy Trust Incentive **\$**

Incentive not to exceed 35% of total system cost for commercial systems.

System Cost **\$**

Total Installed System Price (*before Energy Trust incentive*)

Net System Cost **\$**

Net System Price (*after Energy Trust incentive*)

Terms and Conditions

1. **PROPERTY RIGHTS:** Energy Trust of Oregon, Inc. ("Energy Trust" includes Energy Trust's legal assigns and successors in interest), typically requires that the Participant ("Participant" includes Participant's legal assigns and successors in interest) own the real property where the commercial Solar Pool Heating system ("System") will be located. Energy Trust will allow a Participant to install the System on leased commercial property provided that both Participant and the owner of the real property listed as the site address herein (the "Property Owner") complete the **Appendix A** to this **Form 224C: Solar Pool Heating Sale Notification-Commercial** which is incorporated into this agreement by this reference.
2. **SYSTEM OPERATION:** Energy Trust has calculated the incentive amount that your System will be eligible to receive based upon the assumption that the System will operate continuously for a period of ten (10) years from the date the System is inspected and approved. Participant agrees that it will not remove the System from service or the property during this time period without the prior consent of Energy Trust, and such consent shall not be unreasonably withheld. In addition, if Participant determines to sell the property where the System is located during this time period, Participant will notify Energy Trust prior to the sale so that Energy Trust and Participant can work together to inform the new property owner about the System.
3. **INCENTIVE RESERVATION:** Funding for Energy Trust incentives is limited and available on a first-come first-served basis. Energy Trust will reserve the estimated incentive amount set forth in this **Form 224C** for Participant for a period of one (1) year from the date Energy Trust notifies Participant and Trade Ally Contractor that this application has been approved by Energy Trust (the "Reservation Period"). If the System is not installed, inspected and approved by Energy Trust within the Reservation Period, the reserved incentives will immediately be withdrawn. In addition, if Participant and the Trade Ally Contractor decide to make a material change to the System from the design submitted in the approved **Form 224C** during the Reservation Period, a new application must be submitted to the Energy Trust.
4. **INCENTIVE PAYMENT:** Participant agrees that the Energy Trust incentives provided may vary from amounts listed in this **Form 224C**. Energy Trust will pay incentive amounts directly to Participant within thirty (30) days after the installation is approved by Energy Trust unless Participant and Contractor both sign the section entitled "*Option to Assign Payment to Contractor*" located at the end of this **Form 224C**. Participant is advised to retain a copy of this application and any accompanying documentation submitted to Energy Trust. Energy Trust will not be responsible for any lost documentation related to this application.
5. **ENERGY INFORMATION RELEASE:** Participant authorizes Energy Trust to access energy usage data for the System's specified electric and natural gas accounts at the physical address of the project. Participant agrees to provide other reasonable assistance to Energy Trust to obtain such information.
6. **INFORMATION RELEASE:** Participant agrees that Energy Trust may include Participant's name, Energy Trust services and resulting energy savings in reports or other documentation submitted to the Energy Trust Board of Directors, the Oregon Public Utility Commission, the Oregon Department of Energy, Oregon Housing and Community Services, or the Oregon Legislature. Energy Trust will treat all other information gathered in evaluations as confidential and report it only in the aggregate.
7. **TAX LIABILITY:** Energy Trust is not responsible for any tax liability which may be imposed as a result of payment of any incentives. 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.
8. **ACCESS AND EVALUATION:** Energy Trust may request access to the property where the System is installed in order to: (i) inspect and review the project during and after completion, and/or (ii) evaluate the operation of the System. Participant agrees to provide reasonable access to the property for the purposes as described herein.

Form 224C
Solar Pool Heating Sale Notification—Commercial
Renewable Energy Programs—Solar



To be completed by Trade Ally Contractor and Participant

9. **DISCLAIMER OF WARRANTIES:** Participant hereby acknowledges that Energy Trust has not made any representations and has specifically DISCLAIMED any and all warranties, express or implied, with respect to the System to be installed or the Trade Ally Contractor, including but not limited to those concerning Trade Ally Contractor's experience, qualification, or background, the amount of any energy savings, if any, to be realized by Participant from use of the System, the quality of specific materials, components, or workmanship utilized in the installation, the nature of or whether building permit(s) or governmental approval(s) may be required.
10. **LIMITATION OF LIABILITY; INDEMNIFICATION:** Energy Trust's liability to Participant is limited to recovery of amounts due for the incentive payment described and under no circumstances will Energy Trust be liable for any further amount whatsoever. Participant agrees that Energy Trust has no liability whatsoever concerning the quality, safety, and/or installation of the System and waives any and all claims against Energy Trust arising out of activities conducted by or on behalf of Energy Trust in connection with this application. In addition, Participant agrees to indemnify Energy Trust from any third party claims arising from the installation or operation of Participant's System.
11. **FACSIMILE/SCANNED SIGNATURES:** Facsimile transmission of any signed original document, and the retransmission of any signed facsimile transmission, shall be the same as delivery of the original signed document. Scanned original documents 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, a Party shall confirm documents with a facsimile transmitted signature or a scanned signature by providing an original document.

Signatures

By my signature below, I certify that I have the authority to sign this Form 224C and that I have read, understand and agree to the terms and conditions on pages three (3) and four (4) of the agreement.		
Participant <small>(printed name)</small>	Title	
Signature	Date	
By my signature below, I certify that I have the authority to sign this Form 224C and that the information contained in this Form 224C is true to the best of my knowledge.		
Trade Ally Contractor <small>(printed name)</small>	Title	
Signature	Date	

Option to Assign Payment to Trade Ally Contractor

Do you want Trade Ally Contractor to take direct payment of the incentives in partial payment of its invoice? If so, both Participant and Trade Ally Contractor must sign below.		
Both Participant and Trade Ally Contractor understand and agree that if this option is selected the incentive check will be issued directly to the Trade Ally Contractor listed on this Form 224C within thirty (30) days after the installation is approved by Energy Trust and Energy Trust is not responsible for any tax liabilities that may associated with the incentive payment. If Trade Ally Contractor accepts assignment of Participant's incentive payment in partial payment of its invoice, Trade Ally Contractor agrees to waive its right to perfect or foreclose any lien or encumbrance against Participant's property (including without limitation claims of construction lien under Oregon's Construction Lien Law) for the amount of the incentive payment due or alleged to be due by Energy Trust.		
Participant <small>(printed name)</small>	Title	
Signature	Date	
Trade Ally Contractor <small>(printed name)</small>	Title	
Signature	Date	

Form 224C
Appendix A
Renewable Energy Programs—Solar



Appendix A needs to be completed by Participant and Property Owner only if system will be located on leased property.

Participant

I, Participant, have the authority to sign this form and hereby represent and warrant to Energy Trust that (i) I have a current lease agreement with the Property Owner for the property listed as the installation address herein, (ii) I have received express written consent from the Property Owner to install the system on the property. Furthermore, I understand and agree that if during the term of this **Form 224C** agreement, I vacate the property, that (i) I will not remove the System from service or from the property, (ii) I will provide Energy Trust with no less than thirty (30) days advance notice prior to vacating the property, and (iii) I will assign my rights and obligations pursuant to this **Form 224C** agreement to Property Owner on or before the date I am required to vacate the property and, if requested, will provide Energy Trust with proof of such assignment.

Participant (printed name)	Title
Signature	Date

Property Owner

I, Property Owner, ("Property Owner" includes Property Owner's legal assigns and successors in interest) have the legal authority to sign this form and hereby represent and warrant to Energy Trust that (i) I own the property listed as the installation address herein and I have a current lease agreement with the Participant, and (ii) I have given express written consent to the Participant to install the system on the property. Furthermore, I understand and agree that if during the term of this **Form 224C** agreement, Participant vacates the property, neither I nor Participant will remove the System from service or from the property and I agree to assume all of Participant's rights and obligations pursuant to this **Form 224C** agreement on or before the date that Participant is required to vacate the property and, if requested, will provide Energy Trust with proof of such assumption.

Property Owner (printed name)	Title
Signature	Date