

Standard Business Incentive – Window AC

Hawaii Energy Efficiency Program • Program Year 2009

Funding for this State of Hawaii program is paid for by the electric utility **ratepayers** on the Big Island, Lanai, Maui, Molokai, and Oahu. The purpose of the program is the promotion of energy efficiency to keep future electric rates as low as possible for all ratepayers while reducing Hawaii's dependence on imported fuel. To help meet this objective the program offers cash **incentives to influence project decisions to install high efficiency equipment that would otherwise not be economically viable.**

Effective Dates

The specific offerings and incentive levels shown on this form are valid from July 1, 2009 through December 31, 2009 while program funding lasts. The Hawaii Energy Efficiency Program will continue past December 31, 2009; however, incentives may be added, discontinued, or revised.

Eligibility

Standard Business Program Incentives for energy studies are available to all non-residential (i.e.: commercial, institutional, government and industrial) electric utility **ratepayers** on the Big Island, Lanai, Maui, Molokai, and Oahu.

General Information

- Program approval is not required prior to the purchase and installation of equipment; however, **prior approval is strongly recommended** to ensure that funding is still available and that the equipment qualifies for an incentive. Applications will be processed on a first-come, first-serve basis. Projects that receive program approval before the purchase and installation of equipment will have funds reserved for a limited period of time.
- The program reserves the right to verify all projects, regardless of incentive level, via on-site inspection.
- At any time, customers may contact program staff to discuss a project, get assistance in preparing an application, or with any program-related questions.

Proof of Purchase

The Customer must provide proof of purchase of qualifying equipment prior to incentive payment. For the Standard Business Programs, proof will include an itemized invoice and equipment specification sheets. Invoices must clearly show the make, model number, and quantity of the equipment purchased. Equipment specification sheets must have the appropriate energy efficiency ratings data circled.

Application Process

Step 1: Customers may purchase and install equipment that meets or exceeds the efficiency requirements shown on the application form. *For applications requesting program approval prior to the purchase and installation of equipment, the program will notify the customer when the review is complete and funds have been reserved.*

Step 2: Mail/Fax Application to: Hawaii Energy Efficiency Program – Standard Business
PO Box 2040
Honolulu, HI 96805
Fax Number (808) 441-6068
Or email electronic copy to: HawaiiEnergy@saic.com

Step 3: Customers must submit a completed application and all required supporting documentation to verify that installed equipment meets program efficiency levels. Incomplete applications will not be considered and will be returned to the applicant for completion.

Step 4: Applications and supporting technical documentation will be reviewed by program staff, and may conduct an onsite inspection to verify the installation of eligible equipment. Upon receipt and verification of all required documentation, the incentive check will be issued.

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TABLE 1 - CUSTOMER AND PROJECT INFORMATION

Customer Information			
Company Name:	Tax Status: <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Corp. <input type="checkbox"/> Government	Number of Employees: FT: _____ PT: _____	Utility Company: <input type="checkbox"/> HECO <input type="checkbox"/> MECO <input type="checkbox"/> HELCO Account Number (Required) _____ - _____ - _____
Tax ID (SSN/FEIN):			
Mailing Address (check mailed to):	City:	State:	Zip:
Contact Name/Title:			
Email Address:	Telephone:	Fax:	
Physical Installation Address (if different from above):	City:	Zip:	
<input type="checkbox"/> Owner <input type="checkbox"/> Lessee/Renter (If leased or rented property, Landlord Consent Form is required. Request form from Program Manager)			
How did you hear about the program?			
<input type="checkbox"/> Program Contact <input type="checkbox"/> Utility Contact <input type="checkbox"/> Trade Ally <input type="checkbox"/> Direct Mail <input type="checkbox"/> Mass Media <input type="checkbox"/> Seminar <input type="checkbox"/> Other _____			
Contractor / Program Ally Information - if applicable			
Company Name:	Contact Name/Title:		
Mailing Address:	City:	State:	Zip:
Email Address:	Telephone:	Fax:	
Authorization for Incentive Payment to Third Party			
Please note that payment will be made to Contact at Company listed above unless Third Party payment is authorized. If check is to be paid to a Third Party, please fill this Authorization box completely.			
Payable To:	Representative Contact:		Tax Status: <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Corporation <input type="checkbox"/> Government
Mailing Address:			
Phone:	Email Address:	Tax ID (SSN/FEIN):	
Facility / Project Information			
Facility Type <i>(check all that apply):</i> <input type="checkbox"/> Hotel/Motel <input type="checkbox"/> Health/Medical <input type="checkbox"/> Grocery/Supermarket <input type="checkbox"/> Warehouse/Distribution <input type="checkbox"/> Retail/Service <input type="checkbox"/> Manufacturing/Industrial <input type="checkbox"/> Restaurant <input type="checkbox"/> AOA/O/Condo <input type="checkbox"/> Military <input type="checkbox"/> Cold Storage <input type="checkbox"/> Education <input type="checkbox"/> Office <input type="checkbox"/> Other: _____	Type of Application: <input type="checkbox"/> Existing Facility <input type="checkbox"/> New Facility		
	Equipment Type(s) for which Incentives are Requested: <input type="checkbox"/> Lighting <input type="checkbox"/> Motors <input type="checkbox"/> Window Film <input type="checkbox"/> HVAC		
	Facility Size: (approx Sq. Ft.) _____		
	Project Schedule: Start date: _____ Completion: _____		Equipment Schedule: Install date: _____ In-Service date: _____

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SIGNATURE	
<p>I have read, understood, and agree to the Terms and Conditions and the application procedure detailed on this application. I further understand that Hawaii Energy Efficiency Program will report the incentive payment on IRS Form 1099 unless I have checked the corporation tax status above. I am advised to consult my tax advisor concerning the taxability of the incentive. Hawaii Energy Efficiency Program is not responsible for any taxes that may be imposed on me or my business as a result of my receipt of this incentive.</p>	
SIGNATURE _____	DATE: _____
PRINT NAME: _____	TITLE: _____
<u>FOR PROGRAM USE ONLY</u>	
DATE RECEIVED: _____ INITIALS: _____ PRE-APPROVAL? <input type="checkbox"/> YES <input type="checkbox"/> NO	
APPLICATION NUMBER: _____	

Business Program Terms and Conditions

1) Incentives

Subject to these Terms & Conditions, the Hawaii Energy Efficiency Program (the Program) will pay incentives for the installation of Energy Efficiency Measures (EEMs) in qualified building projects.

2) Eligibility

- a) **“Customers”** are electric distribution customers of Hawaii Electric Company (HECO), Maui Electric Company (MECO), or Hawaii Electric Light Company (HELCO). Incentives are awarded only to Eligible Customers or their assigned contractors for equipment that is installed in the HECO, MECO, or HELCO service area at the location identified in this Application, and such Customers are ultimately responsible for compliance with these Terms and Conditions.
- b) **“Qualifying EEMs”** are those electricity-saving Energy Efficiency Measures (EEMs) that are identified in the Program applications and associated materials for the various Standard and Custom programs offered by and in effect through the program. Unless explicitly approved before installation by the Program, all installed equipment must be new, meet Program specification requirements, and be fully operable prior to incentive payment.
- c) Incomplete applications will be returned.
- d) For Completed Projects, Rebate Application must be received within six months of installation.

3) Installation Verification and Data Collection:

- a) The Program may conduct an inspection of the facility to verify pre-installation conditions or confirm installation prior to incentive payment, at anytime after receipt of Applications and up to up to 5 years after payment of incentives.
- b) The Applicant must provide reasonable access to the facility, the EEM, and related documentation and data.
- c) The Program may install metering devices on equipment for program data collection, measurement and verification purposes.

4) Compliance:

The Customer is responsible to abide by all applicable laws, rules and regulations, and to comply with all federal, state, and local codes.

5) Program Availability:

Incentives are available on a first-come, first-served basis subject to the availability of funds. Program availability, program terms and equipment eligibility may change without notice at the discretion of the program.

6) Publicity:

The Program reserves the right to publicize participation in the program for promotional purposes unless the Customer submits a written request to the Program.

7) Disclaimers:

- a) The Program is not responsible for any tax liability imposed on the Customer as a result of the payment of incentives.
- b) The Program does not expressly or implicitly warrant the performance of installed equipment, the quality of any contractor’s work, or that the EEMs will result in any energy or cost savings.
- c) The Program is not responsible for the proper disposal or recycling of any waste generated as a result of this project.
- d) The Program does not endorse any particular market provider, manufacturer, product, labor or system design by offering this program.
- e) The Program does not guarantee that funding will be available for payment of incentives until this application is approved. Submission of the Application does not warrant payment under any circumstances should the application not be approved or funding not be available.

8) Indemnification and Limits of Liability:

- a) Customer shall hold harmless the program and the Program’s agents, contractors, employees, officers and directors from any and all liability, claims, loss, damage, death or injury including reasonable attorneys’ fees and costs, arising out of or relating to the installation, use and maintenance of the equipment, designs, practices or methods involved in this Customer’s project.
- b) In no event shall either the Program, or any other indemnified party be liable for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.

9) Entire Agreement

The entire agreement between the Customer and the Program is composed of an approved, a fully-executed application, these Terms and Conditions, and, as applicable, pre-installation approval letters, invoices, receipts and any and all such other documentation as require.