

EFFICIENCY MAINE BUSINESS PROGRAM

Prescriptive Lighting

Application & Instructions

For New Construction or Renovation Projects

5 Easy Steps to receive your Efficiency Maine incentive:

1. Is your project eligible?

- Equipment must be new and installed as part of the construction or renovation of a commercial, industrial, institutional, educational, or municipal building, or in common areas of a multi-family building.
- Replacement of equipment that has failed in an existing building.

2. Is the equipment you intend to buy eligible?

- There are many styles and combinations of lighting products. Only the exact product types listed in this form are eligible for prescriptive incentives. Other lighting measures and systems not listed here may be eligible for custom incentives using the Efficiency Maine Custom Lighting Incentive Application For New Construction or Renovation Projects. Ask an Efficiency Maine representative for further details. (*See our comprehensive [Lighting Guide](#) for more information.*)

3. Complete and sign the application.

- **Incomplete applications will delay review and payment.** Please be sure to provide **all** requested information.
- Review the Application Checklist on page 2.

4. If your total incentive request is less than \$1000:

- Pre-approval is NOT required. After you have purchased and installed the equipment, send the following to Efficiency Maine:
 1. Your application with all requested information filled in.
 2. Manufacturer's technical specification sheets ("cut sheets") for each type of eligible equipment purchased.
 3. A copy of your invoice showing the date and place of purchase and the model/part numbers of the equipment installed.

5. If your total incentive request is greater than \$1000:

If your total incentive request is greater than \$1000, please contact us at 866-376-2463.

- Pre-approval IS required: Before you purchase and install the equipment, send the following to Efficiency Maine in order to receive a "pre-approved incentive" letter:
 1. Your application with all requested information filled in.
 2. Manufacturer's technical specification sheets ("cut sheets") for each type of eligible equipment purchased.

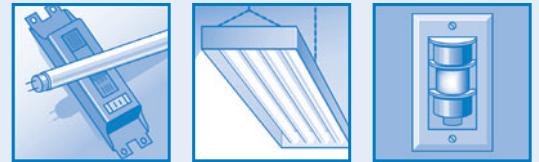
Please note that item 2 above must be submitted in order for your application to be processed.

- After you have purchased and installed the qualified equipment, return the following to Efficiency Maine:
 1. A *signed* copy of your "pre-approved incentive" letter.
 2. A copy of your invoice showing the date and place of purchase and model/part numbers of the equipment installed.

Please note: In order to receive an incentive from Efficiency Maine, invoices and manufacturers technical data sheets ("cut sheets") will always be required.



Leading the Way to a Brighter Future



Efficiency Maine provides incentives to reduce the purchase price of premium, reliable, energy efficient lighting products.

Efficiency Maine cash incentives lower your purchase costs, but the real savings come as this premium equipment reduces your energy costs in the future. When you purchase efficient lighting products, you lower your electric bill, provide quality lighting for your staff and customers, and help Maine avoid costly, new electric generation.

If you have questions, or if you would like assistance in completing this form, call us at 866-376-2463.

For information about equipment for your home, go to efficiencymaine.com and look at our residential offerings.

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We are available to assist you with completing this application. Call us at 866-376-2463.
ALL INFORMATION ON THIS PAGE IS REQUIRED.

PROGRAM PARTICIPANT INFORMATION

Company Name:	<input type="checkbox"/> Business <input type="checkbox"/> Nonprofit Organization <input type="checkbox"/> Government	Federal Tax ID:	# of Employees:
Mailing Address:	Town:	State:	Zip Code:
Contact Name/Title:			
Email Address:	Telephone:	Fax:	
Physical Installation Address (if different from above):	Town:	Zip Code:	

CONTRACTOR / DESIGN FIRM

Contractor/Design Firm:	Contact Name/Title:
Email Address:	Telephone: Fax:

FACILITY DESCRIPTION

<p>Facility Type:</p> <input type="checkbox"/> Agriculture <input type="checkbox"/> Health <input type="checkbox"/> Restaurant <input type="checkbox"/> College <input type="checkbox"/> Hospital <input type="checkbox"/> Retail <input type="checkbox"/> Convenience Store <input type="checkbox"/> Lodging <input type="checkbox"/> Warehouse <input type="checkbox"/> Elementary/ Secondary School <input type="checkbox"/> Manufacturing <input type="checkbox"/> Other (Please Specify) <input type="checkbox"/> Grocery Store <input type="checkbox"/> Office	<p>Project Description:</p> <input type="checkbox"/> New Construction/Major Renovation <input type="checkbox"/> Replacement of Failed Equipment	<p>Will the Facility be Air Conditioned?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No	<p>Projected Hours of Facility Operation Per Week:</p>
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COMPLETE APPLICATION CHECKLIST

Please review and check that the following are complete:

- Tables 1 and 2 on page 3 have been filled out completely.
- Manufacturer's technical specification sheets ("cut sheets") for fixtures, lamps, ballasts and controls are attached to the application.
- Proof of purchase (invoices) including the date and place of purchase as well as size, type, make, model or part number of the equipment.

Please note that manufacturer's technical specification sheets and invoices must be submitted in order for your application to be processed.

By signing below, I acknowledge that I have read and approve of this application, and I agree to be bound by all program Terms and Conditions. Additionally, I certify that I have not and will not apply for an incentive for the measures on this application from any other Efficiency Maine program.

Customer Signature _____ Date: _____

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TABLE 1: LIGHTING SYSTEMS INCENTIVE CALCULATION WORKSHEET

Item	New Systems Location	Measure Code (See Table 3)	Measure Description (See Table 4)	Quantity of Fixtures to be installed (A)	Projected Weekly Hours of Equipment Operation	Per Unit Incentive (\$) (B) (See Table 3)	Total Incentive (\$) (A) x (B)
<i>Ex.</i>	<i>Room 101</i>	<i>L16</i>	<i>2L 4' HPT8</i>	<i>10</i>	<i>50</i>	<i>\$10</i>	<i>\$100</i>
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
Lighting Systems Total:							

TABLE 2: LIGHTING CONTROLS INCENTIVE CALCULATION WORKSHEET

Item	New Systems Location	Measure Code (See Table 3)	Controls Quantity to be installed (A)	Controlled Lighting Measure Description	Quantity of Fixtures Controlled (B)	Projected Weekly Hours of Equipment Operation	Per Unit Incentive (\$) (C)	Total Maximum Incentive (\$) (A) X (C)
<i>Ex.</i>	<i>Room 101</i>	<i>L70</i>	<i>2</i>	<i>2L 4' HPT8</i>	<i>16</i>	<i>50</i>	<i>\$40</i>	<i>\$80</i>
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
Lighting Controls Total:								



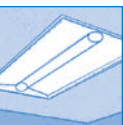






TOTAL COST OF PROPOSED PROJECT

Type of Measure	Equipment Costs (\$)	Requested Incentive (\$)
Lighting Systems		
Lighting Controls		
Totals		

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TABLE 3: LIGHTING SYSTEMS INCENTIVE AND ELIGIBILITY REQUIREMENTS

Measure	Code	Eligible Installations	Unit Incentive	Eligibility Criteria
 New Fluorescent Fixtures	L16	2 to 4 ft. New Lighting Fixture with T5 or High-Performance T8 Lamps and Ballasts	\$10 per Fixture	<ul style="list-style-type: none"> T5 and High Performance T8 Systems are eligible T8 Lamp and Ballast combination must be listed on the CEE List 1 Unit = 1 new fixture with 1 to 4 lamps and 1 ballast
 High Efficiency Fluorescent Fixtures	L31	Recessed or Surface Mounted High Efficiency Troffer Fixture with High-Performance T8 Lamps and Ballasts	\$20 per Fixture	<ul style="list-style-type: none"> T8 Lamp and Ballast combination must be listed on the CEE List 1 Unit = 1 new fixture with 2 to 3 lamps and 1 ballast Overall fixture efficiency must exceed 83% for prismatic lensed fixtures and 75% for parabolic fixtures
 Low Glare High Efficiency Recessed Fixtures	L33	Recessed High Efficiency T5 or High Performance T8 Fixture with Low Glare Features	\$35 per Fixture	<ul style="list-style-type: none"> T5 and High Performance T8 Systems are eligible T8 Lamp and Ballast combination must be listed on the CEE List 1 Unit = 1 new fixture with 2 lamps and 1 ballast Overall fixture efficiency must exceed 80% Fixture must incorporate advanced glare control features
 Pendant Mounted Indirect Fluorescent Fixtures	L35	Indirect and Direct/Indirect T5 or High Performance T8 Fixtures	\$35 per 4-ft. Section	<ul style="list-style-type: none"> T5 and High Performance T8 Systems are eligible T8 Lamp and Ballast combination must be listed on the CEE List 1 Unit = A 4' length (stand-alone or continuous runs) of new fixture with 1 to 3 lamps Overall fixture efficiency must exceed 80% Pendant length must be a minimum of 12" Ceiling must have a reflectivity of 80% or greater Uplight component must be 80% or greater
 High Intensity Fluorescent (H.I.F.)	L41	New Fluorescent or Compact Fluorescent Fixture for High and Low Bay Applications	\$35 per Fixture	<ul style="list-style-type: none"> T5, T5 HO, and High Performance T8 Systems are eligible T8 Lamp and Ballast combination must be listed on the CEE List Each unit must have a wattage greater than 125W Must be installed in areas with ceiling heights of 16' or greater 1 Unit = 1 new fixture with 4-12 Lamps Overall fixture efficiency must exceed 80%
 Controls for H.I.F. Systems	L60	Fixture Mounted Occupancy controlled High-Low (Hi/Lo-HIF) or Daylight Dimming Systems (DDS-HIF)	\$40 per Fixture	<ul style="list-style-type: none"> Each unit must control a wattage total greater than 125W Ballast must be automatically controlled based on occupancy or daylight Must provide for continuous dimming or stepped dimming of at least 50%
 Remote Mounted Occupancy Sensors	L70	Remote Mounted Occupancy Sensor	\$40 per Control	<ul style="list-style-type: none"> Each unit must control a wattage total greater than 125W Wall switchplate mounted sensors are not eligible
 Vacancy Sensors	L71	Manual on/Auto Off Vacancy Sensor	\$25 per Control	<ul style="list-style-type: none"> Each unit must control a wattage total greater than 125W Wall and ceiling mounted units are eligible Sensors must operate on a manual on/automatic off basis Refer to Occupancy Sensors for more detail
 LED Exit Signs	X10	LED Exit Signs	\$10 per Sign	<ul style="list-style-type: none"> Signs may be one or two sided Signs must replace an existing incandescent or fluorescent exit sign

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TABLE 3: LIGHTING SYSTEMS INCENTIVE AND ELIGIBILITY REQUIREMENTS

Measure	Code	Eligible Installations	Unit Incentive	Eligibility Criteria
 LED Outdoor Area Fixture	S11	Outdoor Pole or Arm-Mounted LED Streetlight or Parking Lot Fixture	\$175 Per Fixture	<ul style="list-style-type: none"> Must be approved by the DesignLights Consortium (consult your manufacturer's representative, electrical supplier, or Efficiency Maine for product eligibility) Products not approved by the DesignLights Consortium must have: <ol style="list-style-type: none"> 1) Independent LM-79 Testing 2) LM-80 Testing, In-Situ LED Temperature Report, and a written explanation of how useful life was determined OR 5-Year Warranty that covers the product if light levels drop below 70% of the initial light output
 LED Wallpack	S13	Outdoor Wall-Mounted LED Area Fixture (Wallpack)	\$100 Per Fixture	<ul style="list-style-type: none"> Must be approved by the DesignLights Consortium (consult your manufacturer's representative, electrical supplier, or Efficiency Maine for product eligibility) Products not approved by the DesignLights Consortium must have: <ol style="list-style-type: none"> 1) Independent LM-79 Testing 2) LM-80 Testing, In-Situ LED Temperature Report, and a written explanation of how useful life was determined OR 5-Year Warranty that covers the product if light levels drop below 70% of the initial light output
 LED Parking Garage Fixture	S15	LED Parking Garage Fixture	\$175 Per Fixture	<ul style="list-style-type: none"> Must be approved by the DesignLights Consortium (consult your manufacturer's representative, electrical supplier, or Efficiency Maine for product eligibility) Products not approved by the DesignLights Consortium must have: <ol style="list-style-type: none"> 1) Independent LM-79 Testing 2) LM-80 Testing, In-Situ LED Temperature Report, and a written explanation of how useful life was determined OR 5-Year Warranty that covers the product if light levels drop below 70% of the initial light output
 LED Downlight	S21	Recessed, Surface and Pendant-Mounted LED Downlight	\$35 Per Fixture	<ul style="list-style-type: none"> Must carry the ENERGY STAR label (see the following link for a complete list of qualified products: www1.eere.energy.gov/buildings/ss/energy_star.html) Products not qualified by ENERGY STAR must have: <ol style="list-style-type: none"> 1) Independent LM-79 Testing 2) LM-80 Testing, In-Situ LED Temperature Report, and a written explanation of how useful life was determined OR 5-Year Warranty that covers the product if light levels drop below 70% of the initial light output
 LED Refrigerated Case Fixture	S31	Refrigerated Case LED Fixture	\$75 Per Door \$100 Per Door with Occupancy Sensor	<ul style="list-style-type: none"> Must be approved by the DesignLights Consortium (consult your manufacturer's representative, electrical supplier, or Efficiency Maine for product eligibility) Products not approved by the DesignLights Consortium must have: <ol style="list-style-type: none"> 1) Independent LM-79 Testing 2) LM-80 Testing, In-Situ LED Temperature Report, and a written explanation of how useful life was determined OR 5-Year Warranty that covers the product if light levels drop below 70% of the initial light output
 LED Screw-In Lamps	S41	Screw-based Integral LED Lamps	\$20 Per Lamp	<ul style="list-style-type: none"> Must carry the ENERGY STAR label (see the following link for a complete list of qualified products: www1.eere.energy.gov/buildings/ss/energy_star.html) Products not qualified by ENERGY STAR must have: <ol style="list-style-type: none"> 1) Independent LM-79 Testing 2) LM-80 Testing, In-Situ LED Temperature Report, and a written explanation of how useful life was determined OR 5-Year Warranty that covers the product if light levels drop below 70% of the initial light output

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Prescriptive Lighting Application & Instructions
For New Construction or Renovation Projects



TABLE 4: LIGHTING TECHNOLOGY CODES

Measure Code	Technology	Measure Description to Enter	Measure Code	Technology	Measure Description to Enter
Code L16	1 Lamp 4' High Performance T8	1L4'HPT8	Code L41	4 Lamp 4' High Performance T8	4L4'HPT8
	2 Lamp 4' High Performance T8	2L4'HPT8		5 Lamp 4' High Performance T8	5L4'HPT8
	3 Lamp 4' High Performance T8	3L4'HPT8		6 Lamp 4' High Performance T8	6L4'HPT8
	4 Lamp 4' High Performance T8	4L4'HPT8		8 Lamp 4' High Performance T8	8L4'HPT8
				10 Lamp 4' High Performance T8	10L4' HPT8
	1 Lamp 4' T5	1L4'T5		4 Lamp 4' T5	4L4'T5
	2 Lamp 4' T5	2L4'T5		5 Lamp 4' T5	5L4'T5
	3 Lamp 4' T5	3L4'T5		6 Lamp 4' T5	6L4'T5
	4 Lamp 4' T5	4L4'T5		8 Lamp 4' T5	8L4'T5
				10 Lamp 4' T5	10L4'T5
	1 Lamp 4' T5 High Output	1L4'T5HO		3 Lamp 4' T5 High Output	3L4'T5HO
	2 Lamp 4' T5 High Output	2L4'T5HO		4 Lamp 4' T5 High Output	4L4'T5HO
3 Lamp 4' T5 High Output	3L4'T5HO	5 Lamp 4' T5 High Output	5L4'T5HO		
4 Lamp 4' T5 High Output	4L4'T5HO	6 Lamp 4' T5 High Output	6L4'T5HO		
		8 Lamp 4' T5 High Output	8L4'T5HO		
		10 Lamp 4' T5 High Output	10L4'T5HO		
Code L31	1 Lamp 4' High Performance T8	1L4'HPT8	Codes L60	Fixture Mounted Occupancy Sensor High/Low	OS-H/L
	2 Lamp 4' High Performance T8	2L4'HPT8		Fixture Mounted Daylight Sensor High/Low	DS-H/L
	3 Lamp 4' High Performance T8	3L4'HPT8			
	4 Lamp 4' High Performance T8	4L4'HPT8			
Code L33	1 Lamp 4' High Performance T8	1L4'HPT8	Code L70	Remote Mounted Occupancy Sensor	RMOS ____ W
	2 Lamp 4' High Performance T8	2L4'HPT8		____ Watts Controlled	
	3 Lamp 4' High Performance T8	3L4'HPT8			
	1 Lamp 4' T5	1L4'T5			
	2 Lamp 4' T5	2L4'T5			
	3 Lamp 4' T5	3L4'T5			
Code L35	1 Lamp 4' T5 High Output	1L4'T5HO	Code L71	Vacancy Sensor	VS ____ W
	2 Lamp 4' T5 High Output	2L4'T5HO		____ Watts Controlled	
	1 Lamp 4' High Performance T8	1L4'HPT8			
	2 Lamp 4' High Performance T8	2L4'HPT8			
	3 Lamp 4' High Performance T8	3L4'HPT8			
Code L35	1 Lamp 4' T5	1L4'T5	Code X10	LED Exit Sign	LED
	2 Lamp 4' T5	2L4'T5			
	3 Lamp 4' T5	3L4'T5			
Code L35	1 Lamp 4' T5 High Output	1L4'T5HO	Code S11	LED Streetlight	LED SL
	2 Lamp 4' T5 High Output	2L4'T5HO		LED Parking Lot Light	LED PL
			Code S13	LED Wallpack	LED WP
			Code S15	LED Parking Garage Fixture	LED PG
			Code S21	LED Downlight	LED D
			Code S31	LED Refrigerated Case Fixture without	LED R
				Occupancy Sensor	
				LED Refrigerated Case Fixture with	LED R-OS
			Occupancy Sensor		
			Code S41	LED Screw-In Par Lamp	LED PAR
				LED Screw-In MR16 Lamp	LED MR16
				LED Screw-In A-Type Lamp	LED A

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TERMS AND CONDITIONS

1. INCENTIVES FOR QUALIFYING ECMS

- a) Efficiency Maine will award financial incentives to Eligible Customers for the purchase and installation of Qualifying ECMS, subject to these Terms and Conditions.
- b) "Qualifying ECMS" are Prescriptive Electric Conservation Measures identified in official program materials and site-specific Custom Measures approved by Efficiency Maine. Technologies that purport to save energy through reduction of voltage, demand, or power conditioning are not eligible ECMS. Unless explicitly pre-approved, ECMS must be new and covered by warranties.
- c) "Eligible Customers" are all non-residential customers of electric utilities in the State of Maine. Efficiency Maine incentives are awarded only to Eligible Customers for equipment that is owned by them, and such Customers are ultimately responsible for compliance with these Terms and Conditions.

2. OWNERSHIP OF CAPACITY AND/OR ENVIRONMENTAL CREDITS

- a) ECMS purchased and installed in part through incentives provided by this program are the property of the Customer, subject to any limitations contained within these Terms and Conditions.
- b) Notwithstanding the above, Efficiency Maine holds sole rights to any electric system capacity credits and environmental credits that may be associated with ECMS for which incentives were received, and Efficiency Maine can dispose of these credits in any manner authorized by law or regulation.
- c) In no event shall activity associated with any energy or environmental credits noted in Section 2(b) result in interference with the Customer's sole discretion to operate ECMS as approved in his/her incentive award.

3. PRE-APPROVAL AND PRE-INSTALLATION SURVEY REQUIRED

- a) Except for Customers applying for motor or agricultural incentives of any amount or for lighting or refrigeration incentives of less than \$1,000, Efficiency Maine is not obligated to award any incentives unless it pre-approves the Customer's Incentive Application and completes a pre-installation survey of the Customer's facilities, unless it has explicitly waived this latter requirement.
- b) Efficiency Maine has complete discretion to approve or disapprove of any proposed ECMS.

4. POST-INSTALLATION VERIFICATION REQUIRED

- Efficiency Maine is not obligated to pay any pre-approved incentive awards until it has performed a satisfactory post-installation verification, unless it has explicitly waived this requirement. If Efficiency Maine determines that ECMS were not installed in a manner consistent with the approved application, or if unapproved ECMS were installed, or if the installation was not consistent with generally accepted engineering practices, it may require changes before making payment. Also, Efficiency Maine will not make payment until it verifies that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training. Efficiency Maine also reserves the right to inspect installations at facilities which were the recipients of incentives that were not pre-approved (see section 3a) and seek recovery of incentives paid if Qualifying ECMS cannot be located or are not installed in a manner consistent with the provisions of these Terms and Conditions.

5. CUSTOM MEASURE APPLICATIONS AND ANALYSIS

- a) Efficiency Maine will only approve Custom Measure Applications for ECMS that Efficiency Maine believes have reliable and cost effective energy savings potential in the proposed use and site. Efficiency Maine has discretion to approve or disapprove of any Measures proposed.
- b) In addition to completing all required worksheets, the Customer will be required to provide an analysis of the energy and demand reduction potential of the proposed ECMS. Efficiency Maine may require that this analysis be prepared by a licensed Professional Engineer whose competency and experience to perform the requisite analysis has been approved in advance by Efficiency Maine.
- c) Efficiency Maine may independently review the Application and analysis to verify the energy saving and demand reduction potential and the reasonableness of measure and installation cost estimates. Efficiency Maine reserves the right to reject or modify any Customer calculations, based on its analysis.

6. PRE-APPROVED LETTER

- After an Application is approved, the Customer will receive written notification of a maximum pre-approved incentive amount. Efficiency Maine will not pay incentives for any ECMS installed prior to the date of the Pre-approved Incentive Letter.

7. INDEPENDENT TESTING

- Efficiency Maine reserves the right to deny incentives for any ECMS that have not been favorably assessed or approved by recognized, independent public authorities, such as the Underwriter's Laboratory (UL). Efficiency Maine may, at its discretion, require the Customer undertake, at his or her own expense, testing of a proposed ECM that does not carry the Listing Mark by UL, or an equivalent independent testing facility approved in advance by Efficiency Maine.

8. INCENTIVE AMOUNTS

- a) Efficiency Maine reserves the right to adjust and/or negotiate the incentive amount, based upon its independent assessment of appropriate savings or cost estimates.
- b) Once an incentive is pre-approved, Efficiency Maine will pay no more than the approved fraction of the incremental cost to the Customer of purchasing the ECM, or the pre-approved incentive amount, whichever is less. Efficiency Maine may, at its discretion, recognize incremental installation labor costs that are unique to the proposed ECM to the extent that they are reasonable, verifiable, and actually incurred by the Customer. Efficiency Maine has the right to lower the incentive amount if the quantity and/or cost of ECMS actually installed by the Customer differ from the pre-approved amounts. Efficiency Maine has the right to seek a refund for incentives paid if, at any time, it learns that the ECMS were not actually and properly installed or were subsequently disconnected.

9. COST OF EQUIPMENT

- The Customer must provide copies of all invoices or other reasonable documentation that verify the costs of purchasing and installing the ECMS, including all materials, labor, and equipment discounts. Invoices must indicate a verifiable breakout of all ECMS purchased for installation under this Agreement. Efficiency Maine also has the right at any time to require invoices from the contractor to determine the price paid by the contractor (including any discounts or incentives) from his or her supplier for the ECMS.

10. SCHEDULE FOR INCENTIVE PAYMENTS

- Efficiency Maine expects to pay all incentives within thirty (30) days after project completion. Project completion requires:
- a) Submission to Efficiency Maine of all documentation
 - b) Completed installation of the approved ECMS
 - c) Efficiency Maine's acceptance of (a) and (b) above, all in accordance with the specifications outlined elsewhere in these Terms and Conditions.

11. MONITORING AND EVALUATION FOLLOW-UP VISITS

- Efficiency Maine reserves the right to make follow-up visits to a Customer's facility during the 24 months following the actual completion date at a time convenient to the Customer, and with at least one week advance notice. The purpose of the visit(s) is to review the operation of the ECMS for program evaluation purposes, including monitoring their energy performance. The scope of review is limited to determining whether program conditions have been met.

12. CHANGES IN/CANCELLATION OF THE PROGRAM

- a) Efficiency Maine may change the program requirements, incentives, or Terms and Conditions at any time without notice, including suspending acceptance of applications or terminating the program. Efficiency Maine is not obligated to approve any submitted application that may result in Efficiency Maine exceeding its program budget.
- b) In the event of program change, pre-approved applications will be processed to completion under the Terms and Conditions in effect at the time of the pre-approval by Efficiency Maine.
- c) Submission of a completed application does not entitle the Customer to program participation. Entitlement occurs only when Efficiency Maine has signed the application and incentive pre-approval form.

13. PUBLICITY OF CUSTOMER PARTICIPATION

- By accepting an incentive through the program, the Customer understands that Efficiency Maine reserves the right to disclose certain information about the Customer's participation in the program, including, but not necessarily limited to, the Customer's name and address, the incentive amount, projected energy savings as well as other non-proprietary business information.

14. INSTALLATION SCHEDULE REQUIREMENTS

- a) If the Customer has (a) not engaged in installation of the approved project, and has (b) not applied to Efficiency Maine for a project extension within one year from the date Efficiency Maine pre-approves the project, Efficiency Maine may cancel the Agreement without liability.

- b) A Customer who fails to advise Efficiency Maine that a project is complete, or who fails to provide required post-installation documentation as described elsewhere in these Terms and Conditions, within 60 days of project installation may be denied incentive payment.

15. INDEMNIFICATION

- a) Efficiency Maine's liability under this Agreement will be limited to paying the incentive amounts specified in this Agreement. Efficiency Maine and any of its affiliates or contractors shall not be liable to the Customer for any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Agreement or in the program.
- b) The Customer shall protect, indemnify, and hold harmless Efficiency Maine from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against Efficiency Maine arising out of or relating to the performance of this Agreement.

16. NO WARRANTIES

- a) Efficiency Maine does not endorse, guarantee, or warrant any particular manufacturer or product, and it provides no warranties, expressed or implied, for any product or services. The Customer's reliance on warranties is limited to any warranties that may be provided by contractors, vendors, etc.
- b) Neither Efficiency Maine nor its consultants are responsible for assuring that the design, engineering and construction of the facility or installation of the ECMS is proper or complies with any particular laws, codes, or industry standards. Efficiency Maine does not make any representations of any kind regarding the results to be achieved by the ECMS or the adequacy or safety of such measures.

17. CUSTOMER MUST PAY ALL TAXES

- Incentives received by the Customer may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes.

18. VENDOR SELECTION

- The Customer may select any vendor or contractor to perform the work contemplated by this application, even after the application is submitted for pre-approval by Efficiency Maine. However Efficiency Maine has the right to prohibit specific vendors or contractors from program participation.

19. REMOVAL OF EXISTING EQUIPMENT

- The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the ECMS in accordance with all laws, rules, and regulations. The Customer agrees not to reinstall any of this equipment anywhere in the State of Maine, or transfer it to any other party for installation in the State of Maine.

20. ECM LIFE

- By accepting an Efficiency Maine incentive, Customer hereby agrees that he/she will not alter, modify or discontinue use of the efficiency measures without prior written approval from Efficiency Maine and that efficiency measures funded by Efficiency Maine will be used for their rated useful life.

21. MISCELLANEOUS

- a) The entire Agreement between the Customer and Efficiency Maine composed of an approved, signed application, these Terms and Conditions, and all subsequent correspondence relating to that specific application, requires a Customer signature.
- b) Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.
- c) The Customer acknowledges that the only individuals authorized to bind Efficiency Maine under this Agreement are Efficiency Maine staff and authorized agents of Efficiency Maine.
- d) If either Efficiency Maine or the Customer desires to modify this Agreement, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought.
- e) If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms.
- f) In the event of any dispute concerning these Terms and Conditions, or any other requirement of this program or condition of incentive award, resolution will be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this agreement shall be brought in State of Maine administrative or judicial forums. The Customer consents to personal jurisdiction in the State of Maine.