

**EFFICIENCY MAINE C&I PRESCRIPTIVE INCENTIVE PROGRAM (THE "PROGRAM")
TERMS AND CONDITIONS**

Acceptance of these Terms and Conditions is a condition of Program participation. These Terms and Conditions are deemed to be part of and incorporated into the Agreement between Efficiency Maine and the Eligible Customer for Program participation and payment of a Program incentive.

1. INCENTIVES FOR QUALIFYING EEMS

- a) Subject to these Terms and Conditions and satisfaction by the Eligible Customer of Program requirements, Efficiency Maine will pay financial incentives to the Eligible Customer for the purchase and installation of certain Qualifying Energy Efficiency Measures ("EEMs"). By accepting an incentive payment, Customer agrees to be bound by and comply with these Terms and Conditions.
- b) "Qualifying EEMs" are prescriptive energy efficiency measures designated by Efficiency Maine under the Program from time to time for installation and use in the State of Maine. Unless explicitly pre-approved by Efficiency Maine, EEMs must utilize new equipment covered by warranties.
- c) "Eligible Customers" are those business, commercial, municipal, educational or other entities as may be defined by Efficiency Maine from time to time under the Program as eligible for participation in the Program. Efficiency Maine incentives are awarded only to Eligible Customers for equipment that is to be owned by such Eligible Customer and installed and used in the State of Maine.

2. OWNERSHIP OF CAPACITY AND/OR ENVIRONMENTAL CREDITS

The Eligible Customer hereby acknowledges that Efficiency Maine shall be deemed the owner of, and shall hold exclusive right, title and interest in and to, any energy system capacity credits and environmental credits that may be associated with the Qualifying EEMs and equipment for which Program incentives were received, and Efficiency Maine shall have the sole and exclusive right to bid, sell, transfer, and otherwise dispose of such credits in any manner allowed by law. By accepting an incentive payment under the Program, Customer hereby expressly and irrevocably assigns all such energy system capacity credits and environmental credits to Efficiency Maine.

3. PRE-APPROVAL AND PRE-INSTALLATION SURVEY

- a) Subject to funds availability and satisfaction of Program criteria, Efficiency Maine will provide designated prescriptive incentive payments for Qualifying EEMs. Applications for incentives under the Program are subject to approval by Efficiency Maine and Efficiency Maine reserves sole discretion to accept or reject any application under the Program. Efficiency Maine makes no commitment to provide Program incentives prior to final application approval, and Eligible Customers should not take any action in reliance on receipt of a Program incentive until final application approval by Efficiency Maine.
- b) Without limiting the foregoing, Efficiency Maine reserves the right to require pre-approval for any Program application proposing an incentive of \$10,000 or more. Efficiency Maine reserves sole discretion to withhold pre-approval of any such application not meeting Program criteria.

4. POST-INSTALLATION VERIFICATION

The Eligible Customer agrees to allow access to the equipment and measures for purposes of inspection and verification. Efficiency Maine is not obligated to pay any pre-approved incentives until it has performed a satisfactory post-installation verification, or it has explicitly waived this requirement. If Efficiency Maine determines that equipment or measures were not installed or performed in a manner consistent with the approved application, it may withhold payment of the incentive amount and require changes before making payment. Efficiency Maine reserves the right to recover all incentive amounts paid if Qualifying EEMs and related equipment for which such incentives were awarded cannot be located or were not installed in a manner consistent with the Program or these Terms and Conditions and, in such case, the Eligible Customer shall be obligated to reimburse Efficiency Maine for all such amounts upon demand.

5. INCENTIVE AMOUNTS

- a) Incentive amounts for Qualifying EEMs are as prescribed by Efficiency Maine under the Program terms, as may be adjusted from time to time. Once an incentive application is approved, Efficiency Maine will pay no more than the approved amount. Efficiency Maine has the right to reduce the incentive amount if the quantity of equipment or measures actually installed or performed differs from the approved application.

6. INVOICES AND DOCUMENTATION

The Eligible Customer, or the Qualified Partner performing services on behalf of the Eligible Customer, must provide

copies of all invoices or other documentation that verify the costs of purchasing and installing the Qualifying EEMs including all material and installation costs and any discounts. Invoices must indicate a verifiable breakout of all equipment purchased for installation under this Agreement. Efficiency Maine will require invoices from the Qualified Partner to determine the price paid by the Qualified Partner for installed equipment.

7. INCENTIVE PAYMENTS

Incentive payments are generally made within thirty (30) days after completion of the approved project, including submission by the Eligible Customer or its designated Qualified Partner of all required invoices, installed equipment specification cut sheets, and delivery of other information or materials as may be required by Efficiency Maine.

8. MONITORING AND EVALUATION FOLLOW-UP VISITS

Efficiency Maine reserves the right, and the Eligible Customer shall allow Efficiency Maine after reasonable notice, to make follow-up visits to the Eligible Customer’s facility during the 24 month period following the payment of the incentive to observe the installed measures and for Program compliance and evaluation purposes.

9. CHANGES IN/CANCELLATION OF THE PROGRAM

- a) Efficiency Maine reserves the right to suspend or terminate the Program at any time. Efficiency Maine may change the Program requirements, permitted prescriptive measures, class of Eligible Customers, incentive amounts, or Program Terms and Conditions at any time. 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 a Program change, approved applications will be processed to completion under the Terms and Conditions in effect at the time of application approval by Efficiency Maine.
- c) Submission of a completed application does not entitle the Eligible Customer to Program participation or the payment of an incentive. Acceptance for Program participation occurs only when Efficiency Maine has approved the application and specifically authorized the incentive.

10. PUBLICITY OF CUSTOMER PARTICIPATION

Eligible Customer acknowledges that its participation in the Program may be subject to public disclosure. By accepting an incentive through the Program, the Eligible Customer understands and agrees that Efficiency Maine may disclose certain information about the Eligible Customer’s participation in the Program, including, but not limited to, the Eligible Customer’s name and city/town, the type of equipment or measures installed and incentive amount, and other non-confidential information.

11. INSTALLATION SCHEDULE REQUIREMENTS

- a) If the Eligible Customer has (a) not completed the approved project, and (b) has not applied to Efficiency Maine for a project extension at least thirty (30) days prior to the specified project completion date, Efficiency Maine may deny the incentive payment and cancel the Agreement without liability and without any further obligation to the Eligible Customer.
- b) The following timelines shall govern required project completion under the Program unless expressly extended by Efficiency Maine:

Project Timelines				
Incentive Amount	Project Pre-approval	Project time	Start date determination	End date determination
<\$1,000	NO	60 days	Date of material purchase	Date of Labor invoice upload
\$1,000<\$5,000	NO - optional pre-qualification	60 days	Date of material purchase	Date of Labor invoice upload
\$5,000<\$10,000 (1)	NO - optional pre-qualification	90 days	Date of material purchase	Date of Labor invoice upload
\$10,000<\$50,000 (2)	Pre-approval Required	180 days	Date of Pre-approval Letter	Date of Labor invoice upload
\$50,000<\$100,000 (2)	Pre-approval Required	9 months	Date of Pre-approval Letter	Date of Labor invoice upload
>\$100,000 (2)	Pre-approval Required	1 year	Date of Pre-approval Letter	Date of Labor invoice upload
(1) Extension may be granted provided 75% of project is completed - Extension request must be made within 30 days prior to required completion date				
(2) Extension may be granted provided 50% of project is completed - Extension request must be made within 30 days prior to required completion date				

12. QUALIFIED PARTNER SELECTION; NO WARRANTIES

- a) The Customer may select any Qualified Partner to perform the work contemplated by the Program application. Qualified Partners are independent contractors engaged directly by the Eligible Customer and are not employees or agents of Efficiency Maine. The Eligible Customer is solely responsible for its contractual relationship with and performance by its selected Qualified Partner. Efficiency Maine reserves the right to prohibit specific vendors or contractors from Program participation.
- b) Efficiency Maine does not endorse any product, equipment, manufacturer, contractor or vendor, and it provides no warranties, express or implied, regarding the performance of any equipment or measures installed under the Program. Efficiency Maine is not responsible for any representations or warranties made by Qualified Partners or other contractors, or suppliers providing labor, equipment or other services for the Eligible Customer's project.
- c) Neither Efficiency Maine nor its agents are responsible for assuring that the design, engineering, construction or installation of the Qualifying EEMs complies with applicable laws or codes. Efficiency Maine does not make any representations of any kind regarding the results to be achieved by the Qualifying EEMs.

13. CUSTOMER MUST PAY ALL TAXES

Incentives received by the Eligible Customer may be taxable. The Eligible Customer is responsible for determining and paying any tax obligations. Recipients of incentive payments must provide their tax identification number for payment processing. Incentive payments in excess of \$600 made to unincorporated entities will be reported by Efficiency Maine on IRS Form 1099-MISC. If Efficiency Maine permits assignment of incentive payments from the Eligible Customer to its Qualified Partner, a completed assignment of funds form will be required.

14. REMOVAL OF EXISTING EQUIPMENT

If the Qualifying EEMs are intended to replace existing equipment, the Eligible Customer agrees to remove and dispose of the equipment being replaced accordance with all applicable laws and codes. The Eligible Customer agrees not to reinstall any of the replaced equipment or transfer it to any other party for installation in the State of Maine.

15. MEASURE LIFE

By accepting an Efficiency Maine incentive, the Eligible Customer hereby agrees that it will exercise best efforts to maintain and use the funded measures for their rated useful life.

16. LIMITATION OF LIABILITY; INDEMNIFICATION

- a) Efficiency Maine's sole obligation and total liability under this Agreement will be limited to paying the incentive amounts for approved projects completed in accordance with the Program requirements and these Terms and Conditions. In no event shall Efficiency Maine or any of its trustees, employees or agents be liable to the Eligible Customer or anyone claiming through the Eligible Customer for any special, consequential, or incidental damages, including lost profits or lost business opportunities, or for any damages in tort (including negligence) caused by or resulting from any activities in connection with or associated with the Program or the installation, operation or use of the equipment or measures for which the incentives are awarded.
- b) The Eligible Customer shall protect, indemnify, and hold harmless Efficiency Maine and its trustees, employees, and agents from and against all third-party claims, liabilities, losses, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) asserted against or incurred by Efficiency Maine arising out of or relating to the Eligible Customer's participation in the Program, the work or services in connection with the Eligible Customer's project, or the installation, operation or use of the equipment or measures for which incentives are awarded.
- c) Nothing herein shall be construed to waive, release, or diminish any statutory or common law immunities of Efficiency Maine as a governmental entity, all of which are expressly retained.

17. MISCELLANEOUS

These Terms and Conditions, along with the Program requirements, the Eligible Customer's Incentive Application, and Efficiency Maine's pre-approval notification constitute the Agreement of the parties and supersede any prior discussions, understandings, and agreements, whether oral or in writing. The Agreement may be amended only in writing signed by the parties. The Customer acknowledges that the only individuals authorized to bind Efficiency Maine under this Agreement are designated Efficiency Maine personnel and not any Qualified Partner or other third party. If any provision of these Terms and Conditions is deemed invalid by any court, such ruling shall not invalidate any other provision, which shall remain in full force and effect in accordance with their terms.