



INCENTIVE APPLICATION

CUSTOMER INFORMATION			
Customer Name			
Customer Mailing Address	City	State	Zip
Contact Name		Title	
Contact Phone Number	Contact Fax Number	Email Address	

Interval Meter(s) Onsite	<input type="checkbox"/> Yes	<input type="checkbox"/> No	PG&E Electric Service Agreement ID #:		PG&E Gas Service Agreement ID #:	
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PROJECT INFORMATION			
Project Name			
Project Site Address	City	State	Zip
Contact Name at Project Site	Contact Phone Number	Contact Email Address	
Process Affected			

Project Details Attached Yes No

ENERGY EFFICIENCY MEASURE INFORMATION		
	System/ Process (Briefly identify each system/process below. Attach a more detailed description, if desired.)	Estimated Energy Savings (kWh/yr or therms/yr)
1		
2		
3		
4		
5		
Totals		

Note: IRCx incentive rates are: Electric process-related measures \$0.09 / kWh; Gas process-related measures \$1.00/Therm; Demand reduction \$100 per verified peak kW). IRCx incentives are capped at 50% of the total recommissioning cost.

For Program Use Only

AS Rep ID	AS Rep Name	AS Rep Phone #
Project #	Date Received	



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ACKNOWLEDGEMENTS

As used throughout this Application, the term "Party" means Nexant or Customer, and collectively, both Nexant and Customer shall be referred to as the "Parties."

THE CUSTOMER MUST SIGN BELOW

Incentives: (1) For a project to be eligible for incentives, Nexant must inspect and approve the project prior to the removal of existing equipment or systems and installation of energy efficiency measures; (2) Nexant will finalize the incentive amounts after approving the project and notify the Customer in writing and will include the incentives in the Industrial Recommissioning Program ("IRCx") Project Implementation Agreement; (3) Customer understands that Customer cannot receive rebate(s) for the same product, equipment or service from more than one California investor-owned utility or third party energy efficiency program offering rebate(s) for the same product, equipment, or service funded with CPUC Public Goods Charge funds. Customer understands this prohibition applies three years prior to and three years after receiving the rebate(s) for the same product, equipment or service. The Party receiving the IRCx incentive payments for this application will be:

Program Information: I have read and understand the attached Program information.

Authority: I have the authority to contract, on behalf of the legal owner of the Project Site, for installation of energy efficiency measures, or I have obtained the permission of the legal owner of the Project Site to install the measures.

Customer Name	Title	Signature	Date

California consumers are not obligated to purchase any full fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the California Public Utilities Commission (CPUC).

Los consumidores en California no están obligados a comprar servicios completos o adicionales que no esten cubiertos bajo este programa. Este programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).



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PROGRAM INFORMATION

1. **Program Dates:** The IRCx Program (“Program”) will run from January 1, 2010 through December 31, 2012. The Incentive Applications must be submitted to Nexant and postmarked on or prior to October 31, 2012. All project installations must be completed, commissioned, and the Installation Report submitted to Nexant postmarked on or prior to December 1, 2012 to be eligible for Program incentives. All incentive payments will be paid on or prior to December 31, 2012. Nexant will not pay incentives after December 31, 2012.
2. **Incidental and Consequential Damages:** BOTH NEXANT AND THE CUSTOMER AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
3. **Life of Product and Eligibility:** Customer understands incentive payments are based on related energy benefits over the life of the product. Eligible Customers must receive electricity or natural gas service from PG&E and pay Public Goods Charges. A prorated amount of incentive payment(s) (based on the actual period of time for which Customer provided the records of the related energy benefits as an electric Customer of PG&E) shall be repaid to PG&E and/or Nexant if: 1) Customer does not provide PG&E with records of 100% of the related benefits for the life of the product or for a period of 5 years, whichever is less; 2) Customer ceases to be a distribution customer of PG&E during the term of the Project Installation Agreement, as defined below; or 3) Customer fails to pay the Public Goods Charge or demand side management surcharge throughout the term of the Project Installation Agreement. IRCx serves the following North American Industry Classification System (NAICS) Code in PG&E’s service territory:
 - 313000, Textile Mills through 339999, Miscellaneous Manufacturing excluding:
 - 24110, Petroleum Refineries;
 - 325400, Pharmaceutical & Medicine Manufacturing,
 - 327300, Cement and Concrete Manufacturing, and
 - Any public or Agricultural Process Water & Wastewater Treatment Plants.
4. **Availability of Funds:** This Program is available on a first-come, first-serve basis until allocated funds are depleted. This Program may be modified or terminated without notice.
5. **Program Incentive Process:** (1) The Customer and the IRCx Program Manager shall discuss the customer’s objectives and complete the Incentive Application form, which includes initial savings estimates, and if required, Nexant inspects existing conditions; (2) Nexant reviews the application for feasibility and eligibility, requesting information from the Customer and offering technical assistance, if needed, to help estimate potential savings; (3) the Customer and Nexant agree on measures and savings estimates; (4) the Customer enters into a Project Implementation Agreement with Nexant and begins installation; (5) upon installation, Customer submits an Installation Report to Nexant, and Nexant verifies project installation and operation and pays incentives.
6. **Energy Savings Calculation Methodology:** All project energy savings will be based on engineering calculations.
7. **Site Access:** Customer allows Nexant, PG&E and CPUC representatives and their subcontractors reasonable access to Customer’s project site to inspect and verify installation and operation.
8. **Tax Liability:** Incentives and direct installations greater than six hundred dollars (\$600.00) will be reported to the IRS unless the Customer is exempt. Please consult a tax advisor concerning the taxability of incentives. Customer is responsible for any taxes that may be imposed as a result of receipt of incentives from this Program. A form 1099 will be issued for



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the Customer, regardless of the payee's identity because the Customer receives the benefit of the incentives.

9. **Liability:** Nexant is receiving funds from PG&E for this project, but Parties agree that PG&E is not liable to either Party for any losses or damages, including incidental or consequential damages, arising from this Agreement. Furthermore, PG&E and Nexant make no representations or warranties, and assume no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this agreement, and expressly disclaim any such representation, warranty or liability.
10. **Confidentiality:** A non-disclosure agreement will be established between Nexant and the Customer prior to the application review. Nexant will use commercially reasonable efforts to maintain the confidentiality of all data collected from the Customer (collectively, "Customer Data"). In the event that there is an unauthorized access to Customer Data for which a security breach notification to consumers will be legally required under applicable state or federal law (a "Security Incident"), Nexant will (i) use commercially reasonable efforts to investigate the Security Incident and prevent further or ongoing unauthorized access to such information; and (ii) provide any legally necessary notifications to Customer.
11. **Contract:** Once the application has been accepted, Nexant will finalize a formal Project Implementation Agreement ("PIA") to be signed by the customer and Nexant, Inc. The PIA will confirm the terms and conditions of Program participation.
12. **Compliance with Laws:** Nexant agrees to comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to its actions at the facility or to the project.
13. **Review and Disclaimer:** PG&E's and/or Nexant's review of the design, construction, operation or maintenance of the project, energy efficiency measures, or demand response measures do not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the project measures.
14. **Customers with Self-Generation Capabilities:** If Customer has existing on-site cogeneration or self-generation energy capabilities, Nexant shall not pay incentives for energy savings that exceed the Customer's annual energy usage from PG&E. The annual energy usage shall be determined by the Customer's last 12 months of energy usage from the time that the Customer signed this Agreement. This policy is subject to change with thirty (30) days written notice to the Customer.
15. **Incentive May Not Exceed Project Cost:** The incentive amount cannot exceed the total project cost. Customer must submit the project invoice which shall include: vendor name/address/ phone, itemized listing of product including quantity, product description, manufacturer, model #, and other identifying information as appropriate, project cost, date invoice paid or payment terms, and installation date.
16. **Qualifying Equipment:**
 - Customer is responsible for checking the product/equipment specification to make sure that all requirements are met.
 - New products that are ordered, purchased and installed prior to January 1, 2010 or after December 1, 2012 do not qualify for an incentive. Resale products, products leased, rebuilt, rented, received from warranty or insurance claims, exchanged, won as a prize, or new parts installed in existing products also do not qualify.