

Ready to get your rebate? Follow these 3 simple steps

This application form is for projects completed between January 1, 2022 and December 31, 2022. For more detailed information, refer to the Terms and Conditions included with this application.

Step #1: Determine if pre-approval is necessary

If your project does not fall into one of these categories noted, proceed to Step #2. If your project requires pre-approval, to ensure that your project is eligible and to reserve funds, please submit a pre-approval application to include:

- Information in Sections 1 - 3 on page 2
- Completed worksheet(s) that are applicable to your project (found on page 4 and beyond),
- Itemized quote/proposal with model numbers from your contractor or vendor, and
- Product specification sheets for the equipment to be installed.

Please note:

- All projects are subject to a possible inspection before and/or after work is performed.
- All projects which require pre-approval must receive a reservation letter before work begins.
- Expect your reservation letter in 2-4 weeks once all documentation is received.

Step #2: Complete your project

Ask your contractor to generate detailed itemized invoices with full model numbers.

- If your project does not require pre-approval: Following the specifications listed in this application, install your equipment.
- If your project does require pre-approval and meets the preapproval criteria, you will receive a letter indicating that funds have been reserved. Following the specifications listed in this application, install your equipment within 90 days. Applications that are not completed within 90 days from the date on the acceptance letter are subject to cancellation. Contact a program representative early if you need more time.

Step #3: Get your incentive

Once your project is complete, it's time to request your incentive. Within 30 days of project completion, you must submit:

- Payee and W9 Information with signed Customer Certification (Sections 4 - 6 on page 3),
- Completed or revised incentive application worksheet(s),
- Detailed itemized invoice(s) for equipment and any applicable external labor costs, and
- Product specification sheets of equipment for which an incentive is requested.

Once completed paperwork is submitted, your application will be reviewed and processed for payment. Incentive payments are made by check and are usually mailed within six to eight weeks.

Submit your documents one of four ways:



Fax
608-646-7682



Email
hometown@slipstreaminc.org



Online
lbwl.com/energysavers



Mail
Hometown Energy Savers
431 Charmany Drive
Madison, WI 53719

PLEASE CALL 800-573-3503 FOR QUESTIONS ABOUT THIS APPLICATION.

Does your project need pre-approval?



Yes, if your project includes:

- Custom measures
- Prescriptive incentives totaling more than \$5,000
- Select HVAC equipment (e.g. rooftop units, chillers, air-source heat pumps)
- All new construction and major renovation projects that have two or more major system replacements (HVAC, lighting, building envelope, controls)

All Applicants: Fill Out Sections 1 - 3. For completed projects not requiring pre-approval, complete Sections 4 - 6 at the same time as Sections 1 - 3.

For Pre-Approval projects: Complete Sections 4 - 6 when project is complete.

SECTION 1: Customer & Project Information

Customer Name:			
Customer Mailing Address:	City:	State:	ZIP:
If this application is for a project that has already been completed, what was the project completion date?			
If this is a pre-approval request for an upcoming project, what is the expected project completion date?			
Project Type: <input type="checkbox"/> Existing facility equipment replacement/retrofit <input type="checkbox"/> New construction <input type="checkbox"/> Major renovation <input type="checkbox"/> Addition/expansion			

SECTION 2: Job Site Information

Job Site Name (if different than customer name):	Project Contact Person Name:		
Project Contact Telephone: <input type="checkbox"/> Office Number <input type="checkbox"/> Mobile Number	Project Contact Email:		
Job Site Street Address (physical location):	City:	State: MI	ZIP:
BWL Electric Account Number:	How did you learn about the program? <input type="checkbox"/> My Utility <input type="checkbox"/> Utility Website <input type="checkbox"/> Newspaper <input type="checkbox"/> Community Event <input type="checkbox"/> Mail/Bill insert <input type="checkbox"/> Contractor <input type="checkbox"/> Other_____		
What is the predominant use of the building space where equipment was installed? (check one)			
<input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> Warehouse <input type="checkbox"/> Restaurant <input type="checkbox"/> Grocery/Supermarket <input type="checkbox"/> Manufacturing <input type="checkbox"/> Lodging <input type="checkbox"/> School: K-12 <input type="checkbox"/> School: College <input type="checkbox"/> Healthcare facility <input type="checkbox"/> Agriculture <input type="checkbox"/> Multi-family <input type="checkbox"/> Other/Misc_____			

SECTION 3: Trade Ally (Contractor) Information

Trade Ally Name (or indicate if self install):	Trade Ally Contact Person Name:		
Trade Ally Telephone:	Contact Email:		
Trade Ally Mailing Address:	City:	State:	ZIP:

Submit your documents one of four ways:



Fax
608-646-7682



Email
hometown@slipstreaminc.org



Online
lbwl.com/energysavers



Mail
Hometown Energy Savers
431 Charmany Drive, Madison, WI 53719

All applicants fill out this information. For pre-approved projects, this may be submitted AFTER the project is completed.

SECTION 4: Payee and Mailing Address

Mail Check to: <input type="checkbox"/> Customer Mailing Address (above) <input type="checkbox"/> Job Site Address <input type="checkbox"/> Payee W-9 Address <input type="checkbox"/> Alternate Pay Address (complete below)			
Alternate Pay Address (if checked above):	City:	State:	ZIP:
Make Incentive Check Payable to (payee): <input type="checkbox"/> BWL Customer <input type="checkbox"/> Landlord <input type="checkbox"/> Trade Ally Contractor			

ONLY IF incentive check is being made payable to a third-party landlord or Trade Ally per check box above, both the BWL customer and the third-party must confirm this incentive reassignment arrangement by signing below:

I, the BWL Customer, am authorizing reassignment of the incentive payment to the third-party payee named below, and I understand that I will not be receiving the incentive payment. I also understand that my release to a third-party does not exempt me from the program requirements outlined in the Terms and Conditions.

BWL Customer Signature

Signature	Print Name	Date
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I, the third-party payee, certify that I have read and complied with the Terms and Conditions of this application.

Third-Party Incentive Recipient Signature

Signature	Print Name	Date
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SECTION 5: Payee IRS Form W-9 Information

(submit IRS form W-9 for payee OR fill out this section completely. This section may be omitted only if IRS form W-9 for payee is submitted.)

Payee Legal Name (as shown on income tax return):	Payee Business Name (if different than payee legal name):		
Payee Legal Address:	City:	State:	ZIP:
Check the appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other tax exempt organization or gov't agency <input type="checkbox"/> LLC - Enter the tax classification (C = C corporation, S = S corporation, P = partnership): _____ Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.			
Payee Tax Identification Number (TIN) (Complete ONE only. Must match payee legal name above.)			
FEIN #: _____ - _____ OR SSN: _____ - _____ - _____			
Certification: the following certifications are required in order for this form to substitute for the IRS form W-9. Under penalties of perjury, I certify that: 1. The payee's TIN is correct. 2. The payee is not subject to backup withholding due to failure to report interest and dividend income. 3. The payee is a U.S. citizen. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.			
Payee Signature: /s/	Print Name:	Title:	Date:

SECTION 6: BWL Customer Certification

I hereby certify that: 1. The information contained in this application is accurate and complete. 2. All rules of this incentive application have been followed. 3. I have read and understand the Terms and Conditions included with this document. I agree to verification of equipment installation which may include a site inspection by a program or utility representative. I understand that I am not allowed to receive more than one incentive from this program on any piece of equipment. I hereby agree to indemnify, hold harmless and release the utility and the utility's contractors from any actions or claims in regard to the installation, operation and disposal of equipment (and related materials) covered herein, including liability from any incidental or consequential damages. I have elected to utilize electronic signatures. I understand and intend that a legal signature is formed by typing my name on this document. If any of the parties do not wish to sign this document electronically, all must opt out together and print a paper copy to sign manually.

Customer Signature: /s/	Print Name:	Title:	Date:
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Measure	Incentive Per Unit	Quantity	Total Incentive
Variable Speed Drive (VSD) Air Compressor* <ul style="list-style-type: none"> Replacement of constant speed air compressor with rotary screw compressor controlled by a variable speed drive (VSD). Manufacturer specification sheet and/or CAGI sheet for new compressor must be submitted. Must be a new variable speed screw compressor and supply an air system that operates at least 2,000 hours per year to be eligible. Air compressors purchased or installed for backup or redundant systems do not qualify. For new VSD compressors only. Adding a VSD to an existing compressor does not qualify. Limited to one VSD compressor per compressed air system. System and demand conditions requiring the air compressor to be loaded constantly above 80 percent or constantly loaded below 30 percent are not eligible for this incentive. These operating conditions may not realize savings from a VSD controlled compressor. 	\$100 per HP	Nominal HP of new compressor: _____	\$
Variable Displacement Air Compressor* <ul style="list-style-type: none"> For new variable displacement rotary-screw air compressor with minimum 50 horsepower replacing inlet modulated or load/no-load compressor. Compressors purchased or installed for backup or redundant systems are not eligible. 	\$35 per HP	Nominal HP of new compressor: _____	\$
Two-Stage Rotary Screw Air Compressor* <ul style="list-style-type: none"> Two-stage rotary screw compressor installed instead of single-stage rotary screw compressor. Minimum 50 horsepower. <p>Indicate modulation method of new compressor:</p> <input type="checkbox"/> Inlet modulation <input type="checkbox"/> Variable speed drive <input type="checkbox"/> Variable displacement <input type="checkbox"/> Load/no-load	\$20 per HP	Nominal HP of new compressor: _____	\$
Refrigerated Cycling Compressed Air Dryer Replacing Non-cycling* <ul style="list-style-type: none"> Replace a non-cycling refrigerated air dryer with a cycling refrigerated air dryer of equivalent capacity of one of the three types listed. The existing compressed air dryer must run exclusively in non-cycling mode. The new dryer cannot be equipped with a feature that allows it to run in a non-cycling mode. Air system must operate more than 2,000 hours per year to be eligible. 	Thermal Mass \$0.40 per SCFM	SCFM of new dryer: _____	\$
	Variable Speed \$2 per SCFM	SCFM of new dryer: _____	\$
	Digital Scroll \$2 per SCFM	SCFM of new dryer: _____	\$
Refrigerated Compressed Air Dryer Replacing Desiccant <ul style="list-style-type: none"> Replace a desiccant-type air dryer with a refrigerated air dryer of equivalent capacity. Air system must operate more than 2,000 hours per year to be eligible. Not eligible for new construction. 	\$4 per SCFM	SCFM of new dryer: _____	\$
Air Compressor Outdoor Air Intake* <ul style="list-style-type: none"> Available for systems where existing air compressor(s) current air inlet comes from the ambient conditioned (heated) space, and this is replaced with a permanently hard ducted air inlet directly from the outside all the way to the compressor's intake. Backup compressors do not qualify for this incentive. 	\$8 per HP	Nominal HP of compressor: _____	\$
Page Subtotal			\$

* Eligible for new construction projects.

<p>Blower Purge Desiccant Compressed Air Dryer Replacing Heatless Desiccant*</p> <ul style="list-style-type: none"> Replace a heatless desiccant air dryer with a blower purge air dryer of equivalent capacity. Air system must operate more than 2,000 hours per year to be eligible. 	On variable speed drive (VSD) air compressor \$3.50 per SCFM	SCFM of new dryer: _____	\$
	On variable displacement air compressor \$3.50 per SCFM	SCFM of new dryer: _____	\$
	On load/no-load air compressor \$3.50 per SCFM	SCFM of new dryer: _____	\$
<p>Dew Point Sensor Control for Desiccant Dryer*</p> <ul style="list-style-type: none"> Available for the addition of dew point controlled regeneration for a desiccant compressed air dryer. For retrofit on existing dryer or an option on a new dryer. 	\$5 per SCFM	SCFM of dryer: _____	\$
<p>Heat-of-Compression Air Dryer*</p> <ul style="list-style-type: none"> Waste heat from oil-free air compressor used to regenerate desiccant dryer. Minimum 50 horsepower of connected air compressor(s). 	\$4 per SCFM	SCFM of new dryer: _____	\$
<p>Low Pressure Drop Air Filter*</p> <ul style="list-style-type: none"> Replace standard coalescing compressed air filter with low pressure drop filter of the “mist eliminator” style. New filter must have a pressure loss at rated flow up to 1 psi when new and up to 3 psi at element change. 	\$5 per HP	Nominal HP of connected compressor(s): _____	\$
<p>Compressed Air Pressure Flow Controller*</p> <ul style="list-style-type: none"> Pressure flow controller must be installed downstream from the air storage receiver tank on a main pressure header. The actual air compressor discharge pressure set-point must be reduced by at least 5 psig (example: 110 psig reduced to 105 psig). Minimum 50 horsepower of connected air compressor(s). 	\$5.50 per HP	Nominal HP of connected compressor(s): _____	\$
<p>Zero Loss Condensate Drain*</p> <ul style="list-style-type: none"> Condensate drain being replaced must be a timed drain or manually opened drain. Replacement drain must be “no loss”—it must continuously measure the presence of condensate and purge it only when necessary and only long enough as to prevent the unintentional purging of compressed air. Manual drains, timed drains, and electronic solenoid valve drains are not eligible. 	\$150 per drain		\$
<p>Electric Tool Replacing Pneumatic Air Tool</p> <ul style="list-style-type: none"> Existing pneumatic hand tool must be replaced with an electric (i.e. 120V AC corded or ≥12V cordless) hand tool. To avoid leaks, the compressed air branch pipe serving the pneumatic hand tool that will be replaced must be permanently removed. The hand tool must be used in an environment where the tool operates at least 400 hours per year. Pneumatic hand tools that qualify for this measure include: die grinder, air disc sander, impact wrench, belt sander, hammer, air drill, and other pneumatic tools that use more than 15 cfm per tool. Not eligible for new construction. 	Electric Tool with Cord: \$100 each		\$
	Cordless Electric Tool: \$60 each		\$
<p>Compressed Air Engineered Nozzle for Blow-off</p> <ul style="list-style-type: none"> Nozzle must replace simple open tube assembly connected to a compressed air system. Usage of the nozzle must be 1,000 hours per year or greater. Nozzle diameter must be between 1/8 inch and 1/2 inch in diameter. <p>Provide nozzle diameter: _____ inch. Estimated annual hours of nozzle use: _____ hours per year.</p>	\$150 per nozzle		\$
Page Subtotal			\$

* Eligible for new construction projects.

<p>Compressed Air Storage Tank*</p> <ul style="list-style-type: none"> For the installation of compressed air storage tank to augment the capacity of trim (not base-load compressor) Replacement of existing end of life storage tank with same size or smaller tank is not eligible. 	Existing: ≤ 1 gal/cfm to new ≥ 3 gal/cfm	\$50 / HP	Nominal HP of connected trim compressor _____	\$
	Existing: ≤ 3 gal/cfm to new ≥ 5 gal/cfm	\$25 / HP	Nominal HP of connected trim compressor _____	\$
	Existing: ≤ 5 gal/cfm to new ≥ 10 gal/cfm	\$25 / HP	Nominal HP of connected trim compressor _____	\$
Page Subtotal				\$

*Eligible for new construction projects.

Compressed Air Energy Audit and Leak Reduction

Incentives are available for compressed air system leak detection and repair, and for compressed air energy audits with leak detection and repair.

- Pre-approval is required prior to repairing leaks.
- Eligible compressed air systems must be electrically driven, have a rated power of at least 50 horsepower (excluding backup and non-production compressors), and have an annual runtime of at least 2,000 hours (excluding backup).
- Eligible projects qualify for the prescriptive dollar amount per combined installed horsepower (excluding backup or redundant), with a maximum incentive amount of \$20,000 or 100% of project cost, whichever is less. If the auditor is receiving the incentive payment, and the incentive covers 100% of the project cost, an invoice must be sent to the customer with one or more line items showing the actual project cost, a line item showing the utility incentive deduction, and a zero balance. A copy of the invoice must also be submitted with the incentive application.
- To qualify for either incentive, a minimum of 50% of leaks by CFM documented in leak audit must be repaired.
- Leak detection and audit must be completed by a independent contractor chosen by the customer. Leaks may be repaired by either the contractor or customer.
- To qualify for the higher incentive compressed air energy audit measure, in addition to the leak detection report, the auditor must submit:
 - » Average annual hours of system operation
 - » Description of each air compressor, including full load CFM, full load kW, rated pressure, control mechanism, manufacturer, and model number.
 - » On-site data collection of system operation parameters for a minimum of seven (7) days.
 - » Written report and presentation of audit findings, including recommendations for compressed air system efficiency improvement.
- Applicant must choose one incentive or the other; they may not be combined.

To qualify for pre-approval:	To receive incentive payment:
Submit evidence of the compressed air leaks utilizing a spreadsheet audit report detailing: <ul style="list-style-type: none"> ■ Date of inspection ■ Leak locations ■ Estimated size of leak by volume (SCFM) ■ Secure a tag at each leak location stating data above ■ A pre-inspection may be required by a program energy advisor ■ Upon pre-approval, a reservation notification stating the incentive amount will be sent to the customer and the trade ally. ■ The leaks can then be repaired after receipt of pre-approval. 	Submit payment form, invoice, and evidence of the compressed air leak repairs utilizing a spreadsheet and notes on tags detailing: <ul style="list-style-type: none"> ■ Date of repair ■ Leak locations ■ Name of person who completed the repair ■ Leave updated tags in place for up to 30 days or until post-inspection is performed

Measure	Description	System Type	Quantity	Incentive Rate	Total
Compressed Air Leak Detection and Repair	Compressed Air Leak Detection AND Repair of ≥50% of Documented Leak CFM	Does the compressed air system include a VSD compressor? <input type="checkbox"/> Yes <input type="checkbox"/> No	SCFM of leaks repaired: _____	\$10 per HP	\$
Compressed Air Energy Audit with Leak Detection and Repair	Compressed Air Energy Audit AND Leak Detection AND Repair of ≥50% of Documented Leak CFM			\$15 per HP	\$

Page Subtotal	\$
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Terms and Conditions

1. Eligibility: These incentives are offered by the Lansing Board of Water & Light (BWL) under the Hometown Energy Savers Program to eligible commercial and industrial electric customers within the BWL service territory installing energy efficient equipment which results in a permanent reduction in electrical energy usage (kWh). This application form is for facilities with a commercial or industrial electric meter or rate code. For questions regarding eligibility, call 800-573-3503.

2. Incentive Offer: Energy efficient equipment eligible for incentives from the BWL must be installed and operational by December 31, 2022. Pre-approval is required for all Prescriptive and Custom projects with an expected incentive value over the specified amount on the application. For projects requiring pre-approval, the applicant has 90 days from the date of the acceptance letter to complete the proposed project, subject to the December 31, 2022, deadline. Applications that are not completed within 90 days or prior to year-end are subject to cancellation. Additionally, invoice(s) and other required final project documentation and program forms related to the project must be accurately completed and submitted to Hometown Energy Savers within 30 calendar days of installation (project completion) and no later than December 31, 2022. The BWL reserves the right to request additional supporting documentation as deemed necessary to ensure measure eligibility and verify that the expected energy savings will occur. Any customer who submits an incomplete application will be notified of deficiencies upon review of the application; the application will not be processed until all information is received. Please keep a copy for your records. Incentives are calculated based on program incentive rates and shall not exceed 100% of the total project cost, including materials, sales tax, external labor, permits, equipment rental, and disposal. Internal labor (e.g., non-contracted labor) may not be included in the cost of the project. Program incentives are offered until approved funds are exhausted or December 31 of each program year, whichever comes first.

3. Project Documentation Requirements: Customers will have to provide the BWL with the documentation as listed in the instructions. If Customer does not provide the required project documents to the BWL at pre-approval and verification stages, the project may be disqualified from the program. The project may also be disqualified if pre-approval is not received, unless otherwise noted on the application. By participating in the program, the customer acknowledges and understands that it is necessary for the BWL to store, use and share the information contained in this application, as well as information collected in connection with this project. Through participation the customer authorizes the BWL to collect, store and consider customer data for its internal and program purposes and to share the customer data with third-party vendors/contractors who are doing work on the BWL's behalf.

4. Energy Efficiency Improvement Qualifications: Savings resulting from peak shaving, demand limiting, power generation, renewable energy (including solar PV and wind), or operating schedule changes does not qualify. To qualify, lighting equipment must have a planned minimum usage of 1,800 hours per year. Non-lighting equipment must have a planned minimum usage of 1,500 hours per year unless otherwise specified. If Customer's equipment does not meet required usage hours per year, an incentive cannot be offered, with limited exceptions for equipment incentivized under the Custom program offering. All removed materials, including lamps and ballasts, must be permanently taken out of service, and disposed of in accordance with local codes and ordinances. Resale of replaced equipment is expressly forbidden. If Customer has questions or concerns about above qualifications, Customer may contact Hometown Energy Savers to discuss.

5. Incentive Limit: Prescriptive project applications may receive or cumulate a maximum of \$50,000 in incentives per electric meter each calendar year. Project incentives cannot exceed the project cost but also shall not exceed the incentives set by the BWL for each measure on the application Worksheet(s). Maximum incentive awards for Custom projects are \$50,000 per electric meter each calendar year and are limited to 50% of the total project cost. A total annual customer cap of \$250,000 is applied to any one customer per calendar year, cumulating both custom and prescriptive applications if applicable as long as funds are available.

6. Compliance:

- All projects must comply with applicable federal, state, and local laws.
- All equipment must be new or retrofitted with new components.
- The purchase and installation of used or refurbished equipment is not eligible for incentives.
- Existing equipment replaced with new equipment must be removed and/or permanently disconnected.
- Equipment must meet specification requirements as defined in application Worksheets and Equipment Guidelines.
- Customers may submit multiple projects in a calendar year; however, the incentive totals may not exceed the annual incentive cap without utility authorization.

7. Payment: Approved Final Applications usually receive payment within 6-8 weeks of signed payment approval. Incentive payments are made by check and may arrive in multiple checks. Incomplete applications will either delay payments or result in denial of application approval. The BWL reserves the right to refuse payment and disqualify Customer from participating in the program if the customer or their contractor violates any program Terms and Conditions. The qualified equipment must be installed and operating for the rated life of the product(s) or for a period of three (3) years from receipt of incentive, whichever is longer. If the qualified equipment is removed or replaced with less efficient equipment, or if Customer ceases to be a customer of the BWL during the three (3) years, Customer shall refund a prorated amount of incentive dollars based on the time installed

within thirty (30) days of receipt of notice from the BWL.

8. Inspection: Hometown Energy Savers staff may conduct inspection(s) of the project site to survey existing conditions and/or verify installation of new equipment prior to approval of incentive award.

9. Publicity: The BWL reserves the right to publicize Customer's participation in this program unless Customer specifically requests in writing otherwise. Send opt-out requests to hometown@slipstreaminc.org.

10. Program Discretion: Incentives are available on a first-come, first-served basis. Incentive amounts and offerings are subject to change and/or termination without notice and at the discretion of the BWL.

11. Logo Use: Customers or trade allies may not use the Hometown Energy Savers or the BWL name or logo in any marketing, advertising, or promotional material without written permission. Send requests to hometown@slipstreaminc.org.

12. Disclaimers:

- does not endorse any particular manufacturer, product, labor, or system design by offering this program.
- is not responsible for any tax liability imposed on the customer as a result of the payment of incentives. The BWL is tax exempt; Federal ID #38-600577.
- does not expressly or implicitly warrant the performance or energy savings of installed equipment or contractor's quality of work (contact your contractor for detailed warranties).
- is not responsible for the proper disposal/recycling of any waste generated as a result of this project.
- is not liable for any damage caused by the installation of the equipment and/or for any damage caused by the malfunction of the installed equipment.
- is not responsible for items (incentive applications, supporting documentation, and/or incentive checks) lost or damaged in the mail.
- nor its consultants, contractors and/or subcontractors, shall have any responsibility for the discovery, presence, handling, removal, disposal of, or exposure to hazardous materials of any kind in connection with customer's facility, including without limitation, asbestos, asbestos products, PCBs, or any other toxic substances.

13. Indemnification: Customer shall, to the fullest extent permitted by law, indemnify and hold harmless the BWL and the City of Lansing, and their officers, agents, and employees harmless from and against all losses and litigation expenses arising out of or resulting from the performance of work hereunder and caused, in whole or part, by any act or omission of Contractor. The BWL shall further be entitled to all cost (which include both internal and external) incurred in the process of enforcing this or any other provision under this Agreement. This provision is not intended and is not to be construed as a waiver of the defense of governmental immunity otherwise available nor is it intended to grant third party beneficiary status to any person or entity.

14. Governing Law: This agreement shall be exclusively governed by and interpreted in accordance with the laws of the State of Michigan. Any litigation between the parties shall be prosecuted only in the state or federal courts located in Ingham County, Michigan.

15. Intellectual Property: No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are granted to Contractor and/or Subcontractor except as expressly provided under these Terms. Contractor and/or Subcontractor will not register or use any mark and/or internet domain name that contains any BWL intellectual property.

16. Trade Ally Information: The term "trade ally" refers to the company who provided or installed the equipment for a project for which a customer is seeking an incentive. Participating Contractors must adhere to standards of acceptable behavior and performance. Violation of these standards could result in removal from the program. Should an alleged violation occur, the Contractor will be contacted. If the project was completed by more than one trade ally (example: equipment was purchased from one trade ally but installed by another trade ally) and the incentive is being paid to the utility customer, please enter the information of the trade ally who installed the equipment in the Trade Ally (Contractor) Information on the application. The utility customer may authorize payment of the incentive directly to the trade ally. Section 5 of the application must be completed by the trade ally or an IRS form W-9 is required if they are to be the payee. This reimbursement will not exceed the actual incentive amount.

17. Non-disclosure: The Hometown Energy Savers program agrees not to disclose project information, such as pricing, proprietary equipment specifications, or other intellectual property. Such information will be used by program staff only for the purpose of validating and fulfilling incentive applications. Such information will not be shared outside of the program.

18. Delivery: Applications must be delivered with one of the following methods: online at lbwl.com/energysavers, sent via email to hometown@slipstreaminc.org, mail to Hometown Energy Savers, 431 Charmany Dr., Madison, WI 53719 or sent via fax to 608-646-7682.