

Ready to get your financial incentive?

Follow these 3 simple steps

This application is for a financial incentive for completing energy efficient projects 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 eligibility

Small Business projects do NOT require pre-approval.

- Businesses must be under 25,000 square feet to be eligible for Small Business Program incentives.
- For incentives not included in the Small Business Program, customers may take advantage of standard commercial program incentives found on other Hometown Energy Savers Commercial & Industrial applications.

Step #2: Complete your project

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

- Following the directions listed in this application, install your equipment.

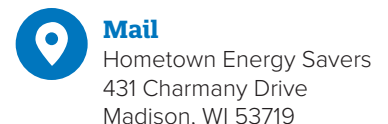
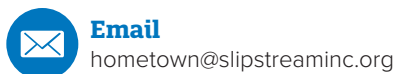
Step #3: Receive your incentive

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 incentive application worksheet(s)
- Detailed itemized invoice(s) for equipment and any applicable external labor costs
- Product specification sheets for equipment of 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:



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?			
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/Project 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:	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: _____			
Building Area (Square Feet):	Hours of Operation:		

SECTION 3: Trade Ally (Contractor) Information

Contractor Company Name (or indicate if self install):	Contractor Contact Person Name:		
Contractor Telephone:	Contact Email:		
Contractor 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

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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Lighting General Requirements

- The specifications for eligible equipment are listed within each lighting technology on this form. If the technology you are installing is specified differently than how it is listed on this form, please call to verify eligibility. Custom incentives are available for many technologies not listed. Replacements are one-for-one unless specified. Replaced equipment must be removed from service.
- All projects must comply with all applicable electrical, safety, and energy codes. Electrical permits are required for most lighting projects including lamp replacements in some cases. Contact your local code enforcement agency for more information.
- Post-installation light levels are expected to meet current IESNA (Illuminating Engineering Society of North America) recommendations.
- Fixtures must be UL listed and either ENERGY STAR or DesignLights Consortium (DLC) qualified as noted.
- Incentive will not exceed 100 percent of the project cost as defined in the Terms & Conditions.
- Measures marked with an asterisk "*" are eligible for new construction projects.

Incandescent, Halogen, and CFL Replacement Lamps

- Lamp-types and base-types not covered by ENERGY STAR®-certified light bulbs or light fixtures lists are not included in this section. LED lamps **must** appear on the ENERGY STAR®-Certified light bulbs list. Refer to energystar.gov for qualified product lists.

Equipment Type	Specifications	Incentive Per Unit	Quantity	Total Incentive
LED Replacing CFL*	<ul style="list-style-type: none"> ■ ENERGY STAR-certified LED lamp or downlight (all types listed below) replaces compact fluorescent lamp (CFL). Model #: _____ 	\$3 per lamp		\$
LED A-Lamp	<ul style="list-style-type: none"> ■ ENERGY STAR-certified light emitting diode (LED) A-lamp (general purpose incandescent shape) with 450 to 2600 lumen output replaces existing incandescent or halogen A-lamp. Not for replacing CFLs. 	\$7.50 per lamp	450-799 lumen LED (approx. 40W-59W incandescent equivalent): Qty: _____ Model #: _____	\$
			800-1099 lumen LED (approx. 60W-74W incandescent equivalent): Qty: _____ Model #: _____	
			1100-1599 lumen LED (approx. 75W-99W incandescent equivalent): Qty: _____ Model #: _____	
			1600-2600 lumen LED (approx. 100W-150W incandescent equivalent): Qty: _____ Model #: _____	
LED Candelabra or Globe Lamp	<ul style="list-style-type: none"> ■ ENERGY STAR-certified LED globe lamp or decorative candelabra-type lamp replaces incandescent or halogen lamp. Model #: _____ 	\$7.50 per lamp		\$
LED MR16 Lamp	<ul style="list-style-type: none"> ■ ENERGY STAR-certified LED MR16 lamp replaces incandescent or halogen MR16 lamp. Model #: _____ 	\$7.50 per lamp		\$
LED Reflector Lamp	<ul style="list-style-type: none"> ■ ENERGY STAR-certified LED PAR, R, or BR lamp replaces incandescent or halogen PAR, R, or BR lamp. Model #: _____ 	\$12 per lamp		\$
Page Subtotal				\$

Fluorescent Fixture Relamping with Tubular LED (TLED) Lamps

Specifications	Incentive Per Unit	Quantity	Total Incentive
<ul style="list-style-type: none"> Replace fluorescent lamps in existing fluorescent fixture with new tube-shape LED lamps (TLED). This measure is for TLEDs that use traditional fluorescent-type “tombstone” lamp sockets. Other replacements/retrofits should use the LED Troffer, LED Surface Mount, or custom lighting measures. LED tubes appearing in the Linear Replacement Lamps category of the DLC-Qualified Products list are required. Refer to designlights.org. 	One T12 2 ft lamp replaced by one TLED 2 ft tube lamp: \$7 Model #: _____		\$
	One T12 3 ft lamp replaced by one TLED 3 ft tube lamp: \$8 Model #: _____		\$
	One T12 4 ft lamp replaced by one TLED 4 ft lamp. Includes both straight and u-bend lamps: \$9 Model #: _____		\$
	One T12 8 ft lamp replaced by two TLED 4 ft lamps: \$12 Model #: _____		\$
	One T12 8 ft lamp replaced by one TLED 8 ft lamp: \$12 Model #: _____		\$
	One T8 2 ft lamp replaced by one TLED 2 ft tube lamp: \$7* Model #: _____		\$
	One T8 3 ft lamp replaced by one TLED 3 ft lamp: \$8* Model #: _____		\$
	One T8 4 ft lamp replaced by one TLED 4 ft lamp. Includes both straight and u-bend lamps: \$9* Model #: _____		\$
	One T8 8 ft lamp replaced by two TLED 4 ft lamps: \$12* Model #: _____		\$
	One T8 8 ft lamp replaced by one TLED 8 ft lamp: \$12* Model #: _____		\$
	One T5 2 ft lamp replaced by one TLED 2 ft tube lamp: \$7 Model #: _____		\$
	One T5 3 ft lamp replaced by one TLED 3 ft lamp: \$8 Model #: _____		\$
	One T5 4 ft lamp replaced by one TLED 4 ft lamp: \$9 Model #: _____		\$
	Page Subtotal		

Exit Signs

Type	Specifications	Incentive	Quantity	Total Incentive
LED Exit Sign	New fixture or retrofit kit.	\$20 per sign		\$

Fluorescent Delamping

- Permanently reduce the number of lamps as part of tubular LED (TLED) lighting upgrade. Unused lamps, lamp holders, and ballasts must be permanently removed.
- Existing fluorescent system must be upgraded to TLED system.

Measure	Incentive per Lamp Removed	Number of Lamps Removed	Total Incentive
T12 4 ft lamp removal as part of TLED relamping project	\$8		\$
T12 8 ft lamp removal as part of TLED relamping project	\$14		\$
T8 4 ft lamp removal as part of TLED relamping project	\$8		\$

Lighting Controls

Measure	Specifications	Incentive	Quantity	Total Incentive
Interior Occupancy Sensors	<ul style="list-style-type: none"> ■ Install ultrasonic, microwave, or passive infrared sensor that turns lights on and off based on occupancy (including high bay). Socket-based sensors and timers do not qualify. ■ Sensors may control more than one fixture. ■ Replacement of existing, operational occupancy sensors is not eligible. ■ Program may request documentation supporting the controlled wattage value. ■ This measure may not be used in tandem with other lighting control measures for the same light fixtures. 	\$0.12 per watt controlled		\$
Interior Occupancy and Daylight Sensor	<ul style="list-style-type: none"> ■ Same as occupancy sensor measure above, except must turn lights on and off based on occupancy AND control brightness (continuous dimming or stepped dimming) based on ambient daylight. 	\$0.16 per watt controlled		\$
Interior Daylight Sensor Controls	<ul style="list-style-type: none"> ■ Same as above without occupancy controls. 	\$0.12 per watt controlled		\$

Page Subtotal	\$
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Commercial Refrigeration Equipment

Measure	Incentive Per Unit	Quantity	Subtotal (Incentive per Unit x Qty)
Anti-Sweat Heater Control <ul style="list-style-type: none"> Install equipment that senses the relative humidity in the air outside of the display case and reduces or turns off the glass door (if applicable) and frame anti-sweat heaters at low humidity conditions. Equipment must control heaters on frame and mullion in all instances, and door, if equipped with heater. For retrofit in existing stores only. Not for new construction. 	\$120 per door controlled		\$
LED Lighting in Freezer or Cooler Case* <ul style="list-style-type: none"> Enter the linear feet of LED installed in place of fluorescent tube, not the number of fixtures. DLC Qualified Products are recommended. Not for replacement of existing LED lights. Lighting must be manufactured for use in coolers or freezers and must be clearly labeled as such on product literature. Manufacturer Name: _____ Model #: _____	\$16 per linear foot		\$
Occupancy Sensor for LED Lighting in Reach-in Case* <ul style="list-style-type: none"> Sensors for both end-of-aisle and individual cases qualify. Enter the quantity of doors controlled by sensors, not the number of sensors. 	\$12 per door		\$
Walk-in or Reach-in Case Cooler/Freezer ECM Evaporator Fan Motor Replacing Shaded-Pole Motor <ul style="list-style-type: none"> Not eligible for new construction or facilities that did not previously have refrigeration equipment. 	\$200 per motor		\$
Walk-in or Reach-in Case Cooler/Freezer ECM Evaporator Fan Motor Replacing PSC Motor	\$80 per motor		\$
Strip Curtain for Walk-in Cooler/Freezer <ul style="list-style-type: none"> Must be put in a doorway separating a walk-in cooler/freezer where no curtains previously existed, or current curtains are exceptionally deteriorated. 	For Walk-in Cooler	\$10 per sq ft of doorway	\$
	For Walk-in Freezer	\$50 per sq ft of doorway	\$
Door Gaskets - Cooler/Freezer <ul style="list-style-type: none"> Must install new gaskets to reduce air infiltration on a cooler or freezer door. 	\$12 per linear foot		\$
Automatic Door Closers for Refrigerated Walk-in Coolers/Freezers <ul style="list-style-type: none"> Installation of an auto-closer to the main insulated door of a walk-in cooler or freezer which does not have an automatic closure. 	\$150 per door		\$
Page Subtotal			\$

HVAC & Food Service Equipment

Measure	Incentive Per Unit	Quantity	Subtotal (Incentive per Unit x Qty)
Smart Thermostat* <ul style="list-style-type: none"> Must feature occupancy-sensing capability, such as motion sensors and/or GPS geofencing with setback. For simple, single-zone HVAC systems replacing manual or standard programmable thermostat. Thermostat must control an HVAC system that includes mechanical cooling and/or electric heat. <p>If multiple smart thermostats are being claimed, provide total square footage controlled by all of them.</p>	\$0.06 per sq ft	Indicate number of square feet of building area controlled by the smart thermostat: _____	\$
Split System and Single Package Unitary Air Conditioning Systems and Heat Pumps <ul style="list-style-type: none"> <5.4 tons (<65 kBtu/hr) cooling capacity only. Split System and Single Package AC and Heat Pump: Minimum 15.0 SEER Mini-split Heat Pump: Minimum 17 SEER and 9 HSPF Efficiency values per AHRI rating. Incentive is based on AHRI rated cooling capacity. <p>AHRI Certified Ref #: _____</p>	\$30 per ton	Number of tons: _____	\$
Packaged Terminal Heat Pump (PTHP) <ul style="list-style-type: none"> PTHP replacing packaged terminal air conditioner (PTAC) with electric resistance heat. Replacement of existing PTHP does not qualify. Unit must be AHRI listed as a commercial PTHP. All efficiency ratings will be verified using the AHRI database (ahridirectory.org) The equipment size category (BTU/hr) is based on the cooling capacity value of the unit. Must meet both heating and cooling specifications for these equipment size categories. <ul style="list-style-type: none"> <input type="checkbox"/> PTHP <7,000 BTU/hr: 13.1 EER, 3.6 COP <input type="checkbox"/> PTHP 7,000 BTU/hr - 15,000 BTU/hr: 11.8 EER, 3.5 COP <input type="checkbox"/> PTHP >15,000 BTU/hr: 10.5 EER, 3.4 COP 	\$375 per PTHP		\$
ENERGY STAR Commercial Solid Door or Glass Door Freezer* <ul style="list-style-type: none"> Equipment must be on the ENERGY STAR-qualified product list in effect at the time of equipment purchase (energystar.gov). Lists change frequently; print a copy of that page of the list and send with your application. <p>Model #: _____</p>	\$100 per unit		\$
ENERGY STAR® Commercial Solid Door or Glass Door Refrigerator* <ul style="list-style-type: none"> Equipment must be on the ENERGY STAR-qualified product list in effect at the time of equipment purchase (energystar.gov). Lists change frequently; print a copy of that page of the list and send with your application. <p>Model #: _____</p>	\$70 per unit		\$
Refrigerator Recycling <ul style="list-style-type: none"> Must be used in a commercial setting, have a solid door, and be between >15 and <40 cubic feet. Must be a self-contained unit, not connected to a building refrigeration system. 	\$100 per unit		\$
Page Subtotal			\$

Total Small Business Incentives Requested \$

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. Applications that are not completed within the 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 the verification stage, the project may be disqualified from the program. 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. All lighting equipment must be ENERGY STAR or DLC certified. No waivers will be provided for equipment that is not listed on ENERGY STAR or DLC's approved product lists.

5. Incentive Limit: Businesses must be equal to or smaller than 25,000 square feet. The customer cap is \$5,000 for this program. All businesses can receive up to \$35,000 in incentives but not to exceed \$5,000 in total incentives per each location. Customers can participate in multiple program offerings in the Hometown Energy Savers portfolio, but no project can receive incentives or rebates through more than one program offering for the same equipment.

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: The BWL:

- 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. An IRS form W-9 for the trade ally is required when the incentive is paid directly to the trade ally as a reimbursement. 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 three methods: online at lwl.com/energysavers, sent via email to hometown@slipstreaminc.org, mailed to Hometown Energy Savers, 431 Charmany Dr., Madison, WI 53719, or sent via fax to 608-646-7682.