

This application expires December 31, 2014. Return signed, completed application and itemized invoice postmarked within 60 calendar days of project installation, unless an earlier date is specified by Focus on Energy. Focus on Energy incentives are subject to change. Please visit focusonenergy.com/business to ensure you are using the most current form. Questions: Call 800.762.7077 Send us your feedback: focusonenergy.com/survey

SECTION 1: CUSTOMER LEGAL INFORMATION

Company Legal Name:	Tax Identification Number (Complete ONE only, must be 9 digits):		
	FEIN: _____ - _____ OR SSN: _____ - _____ - _____		
Legal Mailing Address:	City:	State:	Zip Code:
Business Classification of Customer (Check ONE only. Required for all businesses, including non-profits.): Corporation Partnership Sole Proprietorship-Individual LLC Other _____			Owner Name (Sole Proprietor):

SECTION 2: PAYMENT INFORMATION

Make Incentive Check Payable to:	Company	Business Owner's Legal Name (Only if Sole Proprietor)	Trade Ally (Complete Section 4)
Mail Check to:	Company Legal Address	Job Site Address	Alternate Address (complete below):
Attention to:			
Alternate Pay Address:	City:	State:	Zip Code:

SECTION 3: JOB SITE INFORMATION

Job Site Name:	Customer Project Contact Name:		
Job Site Street Address (physical location):	Customer Project Contact E-mail:		
City:	State: WI	Zip Code:	Project Contact Telephone:
Electric Provider at Job Site:	Electric Provider Primary Acct #:		
Natural Gas Provider at Job Site:	Natural Gas Provider Primary Acct #:		
Project Installation/Service Date:	Describe Building Use (e.g., restaurant, convenience store, cafeteria):	For questions about this application contact: Customer Contact Trade Ally	

SECTION 4: TRADE ALLY INFORMATION (See Trade Ally information section on the Program Information and Requirements page.)

Trade Ally Name:	Tax Identification Number (Complete ONE only if receiving payment, must be 9 digits):		
	FEIN: _____ - _____ OR SSN: _____ - _____ - _____		
Trade Ally Street Address:	City:	State:	Zip Code:
Trade Ally Contact Name:	Contact Telephone:	Contact E-mail:	
Business Classification of Trade Ally (Check ONE only): Corporation Partnership Sole Proprietorship-Individual LLC Other _____			

SECTION 5: CUSTOMER SIGNATURE (Please read and sign.)

Certification: The following certifications are required in order for this form to substitute for the IRS form W-9. Under penalty of perjury, I certify that:

- The number shown on this form is the correct taxpayer identification number.
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
- I am a U.S. citizen (includes a U.S. resident alien).

The undersigned agrees that the stated energy-efficient measure(s) was (were) installed at the job site address listed above as part of Focus on Energy. I have read and agree to the Terms and Conditions within this application. To the best of my knowledge, the statements made on this application are complete, true and correct, and I have submitted the appropriate supporting documentation to receive an incentive.

Itemized Invoice Attached

Customer Signature:	Customer Name (Print):	Date:
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SECTION 6: APPLICATION SUBMITTAL Select the program that best describes your organization (check **ONE** only). Send or fax form to corresponding mail or e-mail address.

Business Incentive Program (Customers include but are not limited to businesses, farms, schools, local governments, small to mid-sized healthcare and hospitality businesses)
Focus on Energy BIP
211 S. Paterson Street, Suite 170
Madison, WI 53703
Fax: 608.310.6909
E-mail: BIPapps@focusonenergy.com

Large Energy Users Program (Qualifying customers consistently have energy utility bills over \$60,000 per month. Typical Large Energy Users include paper and pulp, food processing, foundries, large hospitals, etc.)
Focus on Energy LEU
440 Science Drive, Suite 203
Madison, WI 53711
Fax: 608.819.9051
E-mail: LEUapps@focusonenergy.com

Chain Stores and Franchises Program (Limited to chain and franchise retail, restaurants, grocery, convenience stores)
Focus on Energy CSF
211 S. Paterson Street, Suite 170
Madison, WI 53703
Fax: 608.310.6909
E-mail: CSFapps@focusonenergy.com

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FOOD SERVICE GENERAL REQUIREMENTS

- **ENERGY STAR® Equipment and Other Food Service Measures:** For a list of qualifying equipment and/or approved incentives, visit focusonenergy.com/businessfoodservice.
- For all Food Service measures, invoice should include brand name and model number for each piece of equipment installed.
- Use one form per location. If an invoice includes more than one location, please include a copy for each location. Each location must be submitted on a separate form.
- **Equipment Bonus:** To qualify for the multiple equipment bonus, installed equipment must be from different measure categories. Combinations of refrigerators and freezers do not qualify as two types of measures. To qualify for the bonus, all equipment must be installed at the same location and be submitted on one application.
- **Ice Machines:** To determine the size range for qualification, the harvest rate of the unit must be based on operation at standard rating conditions per AHRI Standard 810. Water-cooled ice machines must be installed using a closed-loop system or a system with a remote evaporative condenser, i.e., cooling tower. Units installed on a once-through or pass-through cooling system do not meet the requirements of this specification.
- **Commercial Dishwashers:** Fuel type of water heater and booster heater (when applicable) must be indicated to receive incentive. If uncertain, please check with on-site facility/maintenance staff. Flight machines are not included in the Focus on Energy offering.
- **Kitchen Hood Ventilation Controls:** Reduce fan energy consumption by slowing down the exhaust fans during idle or non-cooking periods when full speed is not needed. To receive bonus, make-up air unit fan must be controlled in addition to exhaust fan. The control system must modulate the speed of the fan motor based on inputs from a temperature sensor mounted in either the exhaust duct or the hood itself. To receive a higher incentive, a sensing device such as an infrared beam or optical sensor used to detect the presence of smoke or cooking effluent must be used in addition to the duct temperature input. Equipment must be on the qualifying equipment list, and space must be heated with natural gas to qualify.
- Equipment not eligible for prescriptive incentives may be eligible for custom incentives. Contact an Energy Advisor for more details at 800.762.7077.
- Any project with an expected incentive exceeding \$25,000 must receive written approval before project initiation or equipment purchase. Projects with expected incentives of \$10,000 or more may request pre-approval.








INCENTIVE LIMIT

Purchase and install qualifying equipment and receive an energy efficiency incentive of up to \$25,000 per project. Any incentives exceeding \$25,000 must receive written approval BEFORE project installation. There is a maximum limit of either \$400,000 or \$500,000 per Corporate Tax ID per year, depending on customer classification for all Focus on Energy incentives (custom and prescriptive). If your project does not fit the descriptions below, you may be eligible for a custom incentive, which requires approval prior to project initiation and purchase of equipment. Direct inquiries to 800.762.7077.


QUALIFYING EQUIPMENT

Equipment model must be on list of qualifying equipment to qualify for an incentive. Qualifying Equipment List can be found at focusonenergy.com/businessfoodservice.

INCENTIVES FOR FOOD SERVICE

Equipment Type	Quantity Installed	Incentive	Subtotal
 ENERGY STAR Steamers	_____ # of 3 pan units	\$150/pan	
	_____ # of 4 pan units		
	_____ # of 5 pan units Gas Electric		
	_____ # of 6 pan units Gas Electric		
 ENERGY STAR Fryers	_____ # of electric fry pots	Electric: \$150/fry pot	
	_____ # of gas fry pots	Gas: \$300/fry pot	
 ENERGY STAR Griddles	_____ # of feet of electric griddles	Electric: \$65/linear foot	
	_____ # of feet of gas griddles	Gas: \$35/linear foot	
 ENERGY STAR Convection Ovens	_____ # of electric ovens	\$200/cavity	
	_____ # of gas ovens		
 ENERGY STAR Combination Ovens	_____ # of electric ovens	Electric: \$600/oven	
	_____ # of gas ovens	Gas: \$350/oven	
Rack Ovens	_____ # of oven compartments	\$1,000/compartment	
 ENERGY STAR Hot Holding Cabinets	_____ # of cabinets	\$200/cabinet	
 ENERGY STAR Commercial Solid-Door and Glass-Door Refrigerators and Freezers	_____ # of units <15 ft ³	<15 ft ³ : \$50/unit	
	_____ # of units 15-29 ft ³	15-29 ft ³ : \$75/unit	
	_____ # of units 30-49 ft ³	30-49 ft ³ : \$150/unit	
	_____ # of units ≥ 50 ft ³	≥50 ft ³ : \$200/unit	
	Please indicate: _____ # of refrigerators _____ # of freezers	Note: Incentive is based on the internal volume as reported on the ENERGY STAR qualifying list.	

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INCENTIVES FOR FOOD SERVICE (continued)			
Equipment Type	Quantity Installed	Incentive	Subtotal
CEE Tier 2 Ice Machines	Indicate number of units and size (in lbs per day at AHRI conditions): ____ # at ____ lbs per day ____ # at ____ lbs per day ____ # at ____ lbs per day	≤499 lbs/day: \$50/unit 500-999 lbs/day: \$100/unit ≥1,000 lbs/day: \$150/unit	
 ENERGY STAR Commercial Dishwasher	HIGH TEMPERATURE ____ # of undercounter ____ # of door type ____ # of pot, pan and utensil ____ # of single-tank conveyor ____ # of multi-tank conveyor Verify water heater and booster heater type with facility staff then check one: Electric Water Heater & Electric Booster Gas Water Heater & Electric Booster Gas Water Heater & Gas Booster	HIGH TEMPERATURE \$250/undercounter unit \$450/door type unit \$450/pot, pan and utensil unit \$600/single-tank conveyor unit \$1,000/multi-tank conveyor unit	
	LOW TEMPERATURE ____ # of undercounter ____ # of door type ____ # of pot, pan and utensil ____ # of single-tank conveyor ____ # of multi-tank conveyor Verify water heater with facility staff then check one: Electric Water Heater Gas Water Heater	LOW TEMPERATURE \$50/undercounter unit \$300/door type unit \$300/pot, pan and utensil unit \$300/single-tank conveyor unit \$500/multi-tank conveyor unit	
Kitchen Hood Ventilation Controls, Temperature Sensing Only (Kitchen hood ventilation control incentive may not exceed 50% of project cost)	New Ventilation System:		
	____ HP controlled, exhaust fan	\$200/HP	
	____ HP controlled, make-up air unit fan	\$50/HP BONUS	
	Adding Controls to Existing Ventilation System:		
	____ HP controlled, exhaust fan	\$250/HP	
	____ HP controlled, make-up air unit fan	\$50/HP BONUS	
Kitchen Hood Ventilation Controls, Temperature & Optical Sensing (Kitchen hood ventilation control incentive may not exceed 50% of project cost)	New Ventilation System:		
	____ HP controlled, exhaust fan	\$600/HP	
	____ HP controlled, make-up air unit fan	\$80/HP BONUS	
	Adding Controls to Existing Ventilation System:		
	____ HP controlled, exhaust fan	\$700/HP	
	____ HP controlled, make-up air unit fan	\$100/HP BONUS	
Multiple Equipment Bonus	Bonus for purchasing more than one type of qualifying equipment (i.e., a Steamer and a Hot Holding Cabinet).	2 types: \$100 3 types: \$300	
TOTAL INCENTIVES			
TOTAL INCENTIVE REQUESTED Incentives not to exceed cost of the product.			\$

FOCUS ON ENERGY PROGRAM INFORMATION AND REQUIREMENTS

Prescriptive Incentives

Business Incentive Program, Chain Stores and Franchises Program, and Large Energy Users Program (collectively, “Business Programs”): Any project with an expected incentive exceeding \$25,000 must receive written approval BEFORE project initiation or equipment purchase. Projects with expected incentives of \$10,000 or more may request pre-approval. Check the Focus on Energy website at focusonenergy.com/business or call **800.762.7077** for more information. Multifamily Energy Savings Program: Any project with an expected incentive exceeding \$10,000 must receive approval BEFORE project initiation or equipment purchase. Check the Focus on Energy website at focusonenergy.com/multifamily or call **866.486.0832** for more information.

Custom Incentives

If your project does not fit the descriptions on this prescriptive incentive application form, it may qualify for a custom incentive. This requires approval prior to project initiation and ordering equipment or issuing purchase orders. For Business Programs, direct inquiries to **800.762.7077** or visit focusonenergy.com/business. For Multifamily Programs, direct inquiries to 866.486.0832 or visit focusonenergy.com/multifamily.

Incentive Limits

Business Incentive Program, Large Energy Users Program, and Multifamily Energy Savings Program: Incentives are limited to \$200,000 per project and \$400,000 per customer per calendar year for all Focus on Energy incentives (prescriptive and custom). Depending on your business tax classification, you may receive IRS Form 1099 for incentives totaling over \$600 in a calendar year.

Chain Stores and Franchises Program: Incentives are limited to \$250,000 per project and \$500,000 per customer per calendar year for all Focus on Energy incentives (prescriptive and custom). Depending on your business tax classification, you may receive IRS Form 1099 for incentives totaling over \$600 in a calendar year.

Trade Ally Information

A Trade Ally represents the company who provided/installed the equipment for a project or performed the service for which a customer is seeking an incentive. Trade Allies who have signed an agreement with Focus on Energy are allowed to enjoy certain program benefits, one of which is to receive direct payment of incentives at the Trade Ally's request. Incentives can only be paid directly to a Trade Ally if the Trade Ally has completed and submitted a Trade Ally Application.

The Federal Employer Identification Number (FEIN) and Business Classification of the Trade Ally is required IF you received your incentive as a credit on your invoice, whereby the incentive is paid directly to the Trade Ally. In this scenario, the credit must be clearly labeled as the Focus on Energy incentive and deducted from the amount due.

If your 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 you the customer, please enter the information of the Trade Ally who installed your equipment in Section 4: Trade Ally Information. If the equipment was self-installed, please enter the information of the Trade Ally from whom you purchased the equipment.

Focus on Energy Information

Focus on Energy works with eligible Wisconsin residents and businesses to install cost-effective energy efficiency and renewable energy projects. Focus on Energy information, resources and financial incentives help to implement projects that otherwise would not get completed, or to complete projects sooner than scheduled. Its efforts help Wisconsin residents and businesses manage rising energy costs, promote in-state economic development, protect our environment and control the state's growing demand for electricity and natural gas.

FOCUS ON ENERGY GENERAL TERMS AND CONDITIONS

This is a Focus on Energy program application for use by eligible applicants (“Applicant”). Shaw Environmental and Infrastructure, Inc., a Chicago Bridge & Iron (CB&I) company, is the Program Administrator for Focus on Energy (“Program Administrator”) and bound by contract to Statewide Energy Efficiency and Renewable Administration, Inc. (“SEERA”). The Program Administrator, Focus on Energy and the Applicant may be individually referred to herein as a “Party” and collectively as the “Parties”.

Section 1. Incentive Offer:

This Application covers products purchased and installed between January 1, 2014 and December 31, 2014. Applications must be postmarked within 60 calendar days of installation and no later than February 28, 2015. Applicants should maintain a copy of this application and any product invoices for their personal records. Incomplete applications will be returned and will not be processed. This application must have complete information and be submitted with proof of purchase such as invoices that clearly itemize the product(s) and/or services(s) received. Purchase orders, proposals and quotes are not considered proof of purchase. Purchases that have received Focus on Energy discounts at retailers are not eligible for prescriptive or custom incentives.

Section 2. Marketing:

The Applicant shall not use Program Administrator's or SEERA's corporate name, logo, identity, any affiliation, or any related logo including the “Focus on Energy” name, logo, or identity, for any marketing, advertising or solicitation without prior written consent of Focus on Energy. Such written consent may be withheld in Focus on Energy's sole discretion. When referencing Focus on Energy involvement with any project, the Applicant shall collaborate with Focus on Energy to prepare any press release and to plan for any news conference and agrees to provide Focus on Energy, for its written approval prior to publication, a written copy of any advertisements or promotional material regarding this program prior to publishing any such advertisements or promotional material. Focus on Energy reserves the right to publicize the Applicant's participation in the Focus on Energy program unless a written request is submitted to focusonenergy.marketing@cbi.com.

FOCUS ON ENERGY GENERAL TERMS AND CONDITIONS (continued)

Section 3. Program Discretion:

Incentives are available on a first-come, first-served basis. This offer is subject to change or termination without notice at the discretion of Focus on Energy. Some participating electric and/or natural gas providers have incentive programs outside of Focus on Energy. Customers of these providers might not qualify for incentives from both programs. These customers should check with their electric and/or natural gas provider to verify eligibility for dual incentives in order to comply with program rules. Focus on Energy excludes internal labor (i.e. non-contracted labor) for private companies or individuals when calculating total project costs.

Applicants who are served by a participating electric provider but not a participating natural gas provider will only qualify for incentives for electric saving technologies. Applicants who are served by a participating natural gas provider but not a participating electric provider will only qualify for incentives for natural gas saving technologies. Applicants who have both a qualifying electric provider and a qualifying natural gas provider will qualify for incentives on both electric and natural gas saving technologies. Applicants who use Liquid Propane (LP) or other non-qualifying fuels will not qualify for incentives for any gas saving technologies.

Focus on Energy reserves the right to change or discontinue this program at any time without notice. Focus on Energy also reserves the right to withhold incentive payment until identified problems with a project are resolved and to withhold or terminate an incentive payment due to any party's failure to follow any and all applicable terms and conditions, rules, or procedures. The acceptance of incentive applications and qualification of systems is determined solely by Focus on Energy and acceptance of this application does not guarantee payment of an incentive. In the event that SEERA terminates, for any cause, Program Administrator's contract with SEERA, which terminates Program Administrator's right to act as Program Administrator of the Focus on Energy Program, responsibility for this Application shall be transferred to the new Program Administrator.

Section 4. Disclaimers, Representations, and Warranties:

Focus on Energy, the Program Administrator, and SEERA (collectively for this section "Focus on Energy") do not endorse any particular trade ally, manufacturer, product, system, or design by offering an incentive. Focus on Energy is not responsible for any tax liability imposed on the recipient as a result of the payment of incentives. Focus on Energy makes no representation or warranty, and assumes no liability with respect to the quality, safety, performance, or other aspect of any design, consulting, product, system, equipment, or appliance installed or received and expressly disclaims any such representations, warranties, and liability, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Focus on Energy does not guarantee that installation and operation of incentivized measures will result in reduced energy usage or in cost savings. Focus on Energy is not responsible for the proper disposal/recycling of any waste generated as a result of this project. Focus on Energy is not liable for any damages, including any incidental or consequential damages, arising out of the operation or malfunction of the products, equipment, or appliances, or the installation thereof.

Section 5. Monitoring, Verification, Record Keeping, and Right to Inspect:

Focus on Energy evaluates program efficacy by monitoring energy use/production prior to and after installation of your energy efficiency or renewable energy project. The Applicant agrees that information provided on this application form may be used by Focus on Energy and its designated representatives for purposes of evaluating program performance. Focus on Energy, and its designated representatives, shall also have the right to monitor energy use/production prior to and after installation of the project or to perform an inspection of project records or the project itself to evaluate program efficacy for a period of two (2) years from the date of final incentive payment. The Applicant's signature on this application provides Focus on Energy approval to obtain energy data directly from your electric and/or natural gas provider(s). The Applicant and its subcontractors shall maintain accurate records of the project work (e.g., installation records, invoices, and maintenance information) that is performed hereunder for a period of two (2) years from the date of incentive payment.

Section 6. Indemnification:

Applicants agree to protect, indemnify, defend and hold harmless Focus on Energy, Program Administrator, SEERA, the State of Wisconsin and participating utilities, their respective affiliates, subsidiaries, parent companies, officers, directors, agents, and employees, against all losses, damages, expenses, fees, costs and liability arising from any program, design, consulting, product, system, equipment, or appliance. The Applicant agrees that such obligations under this section shall survive any expiration or termination of this Application and shall not be limited by any enumeration herein of required insurance coverage. To the maximum extent permitted by law, the Applicant agrees to limit Program Administrator's liability to the Applicant for any reason to the total amount of the payments identified in this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Applicant hereby expressly waives the right to specifically enforce this Application. Under no circumstances will Focus on Energy be responsible for any indirect, special, or consequential damages. Focus on Energy's total aggregate liability shall not exceed the amount paid to Applicant.

Section 7. Misrepresentation:

Making false statements on any Focus on Energy incentive application is punishable by law. Any person who knowingly files an application containing any materially false information or who purposely and misleadingly conceals information commits a fraudulent act that subjects such person to criminal and civil penalties. Any and all funds determined, in Focus on Energy's sole discretion, to have been acquired on the basis of fraudulent or misrepresented information must be fully returned to the Focus on Energy program. Should the Applicant or its representative apply for and receive duplicate payment, Focus on Energy reserves the right to recover payments made in excess of the entitled Reward. This section shall not limit other remedies that may be available for the filing of false or fraudulent applications.

Section 8. Miscellaneous:

(1) Governing Law. This Application shall be governed, construed and enforced in accordance with the internal laws of the State of Wisconsin, without regard to any law of conflicts that may direct the application of the laws of another jurisdiction. The Applicant irrevocably submits to the original jurisdiction of the state and federal courts sitting in Madison, Wisconsin with regard to any controversy in any way relating to the execution, delivery or performance of this Application that is not resolved by Arbitration. Suits, claims or actions founded upon such controversies shall be brought or filed exclusively in such courts and nowhere else. The exclusive venue for any dispute or controversy arising under this Agreement shall be the Dane County, Wisconsin Circuit Court or the Federal District Court for the Western District of Wisconsin.

FOCUS ON ENERGY GENERAL TERMS AND CONDITIONS (continued)

(2) Compliance with Applicable Laws. The Applicant shall at all times comply with and observe all federal and Wisconsin state laws and published circulars, local laws, ordinances, rules and regulations which are in effect during the period of this Application and which in any manner affect the performance of this Agreement. This Application shall be construed and enforced, in accordance with the laws of the State of Wisconsin and the laws of the United States. All references to statutes or regulations contained in this Application shall be construed to include successors thereto. All projects must comply with Federal, state, or municipal electrical, safety, and energy codes as well as any applicable Industry standards (e.g. ASHRAE, IESNA). Compliance is the responsibility of the installer.

(3) Assignment. Focus on Energy may assign, transfer or convey this Application or any of Focus on Energy's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the consent of the Applicant.

(4) Severability. If any provision of this Application is illegal, invalid, or unenforceable under present or future laws effective during the term of this Application, that provision shall be fully severable and this Application shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Application. The remaining provisions of this Application shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, this Application shall be reformed to include as a part of this Application a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, or enforceable.

(5) Risk of Loss. Focus on Energy and Program Administrator at no time assumes risk of loss for any personal property of the Applicant.

(6) Waiver. Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.