



Multifamily Income Qualified Building Application Form

(one application per site, please)

Applicant Information:

Property Owner Company Name: <i>(as shown on the last tax return)</i>			
Company Contact First Name:	MI:	Last Name:	
Contact Title:	Email:		
Street Address:	City:	State: MO	Zip Code:
Office Phone:	Cell Phone:	Fax:	

Payee Tax Information:

This section should be completed by the company receiving the installation measures.

Tax Status: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Exempt (Tax exempt/non-profit) must provide documentation	Tax Identification Number:	EIN: ____ - ____ - ____
Tax Liability: Ameren Missouri will report your incentives as income to you on the IRS Form 1099. You are urged to consult your tax advisor concerning the taxability of incentives. Ameren Missouri is not responsible for any taxes that may be imposed on your business as a result of receipt of this incentive.		

Other Key Contacts (on-site manager, head of maintenance, etc.):

Site Contact 1 First Name:		MI:	Last Name:	
Site Contact 1 Title:		Email:		
Mailing Address:	City:	State: MO	Zip Code:	
Office Phone:	Cell Phone:	Fax:		
Site Contact 2 First Name:		MI:	Last Name:	
Site Contact 2 Title:		Email:		
Mailing Address:	City:	State: MO	Zip Code:	
Office Phone:	Cell Phone:	Fax:		

Multifamily Income Qualified Site Information:

Site Name:			
Site Address:	City:	State: MO	Zip Code:
Ameren Missouri Electric Account Number(s): <i>(attach additional sheets if needed)</i> _____ - _____ - _____		Electric Paid by Property or Individual Tenants:	
Square Footage all Buildings:	Number of Floors (Tallest Building):	Year Built (Oldest Building):	
Number of Buildings:	Water Heat Fuel Source:	Building Heat Fuel Source :	Building Cooling Source:
Master Metered Building? <input type="checkbox"/> Yes <input type="checkbox"/> No		All Electric Building? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Multifamily Income Qualified Building Application Form Terms and Conditions

1. ELIGIBILITY:

Ameren Missouri qualified customers that participate in this program will receive Qualified Electrical Efficiency Measures (EEMs) and installation at no cost, subject to these Terms and Conditions: a) "Qualifying EEMs" are Standard Electric Efficiency Measures identified in official program materials. b) Technologies that purport to save energy through reduction of voltage or power conditioning are not eligible EEMs. EEMs that displace electrical energy use to another fuel (fuel switching) are not eligible. All installed EEMs will be new and covered by warranties. c) "Eligible Customers" are building owners or operators of multi-family income qualified properties consisting of three or more dwelling units receiving electric service from Ameren Missouri. For the purposes of this program the term "income qualified" refers to tenant occupants residing in federally subsidized housing units and who fall within that federal program's income guidelines. d) Ameren Missouri free measures and installations are awarded exclusively to Eligible Customers for equipment that is owned by them and installed in the Ameren Missouri service area at the location identified in this Application, and such Customers are ultimately responsible for compliance with these Terms and Conditions. e) EEMs must be installed between November 24, 2011, or official program launch, whichever is later, and June 30, 2012, eligible applications and supporting documentation must be postmarked no later than May 31, 2012. Restrictions may apply.

2. OWNERSHIP OF CAPACITY AND/OR ENVIRONMENTAL CREDITS:

a) EEMs installed by this program are the property of the Customer, subject to any limitations contained within these Terms and Conditions. b) Notwithstanding the above, Ameren Missouri holds sole rights to any electric system capacity credits and environmental credits that may be associated with EEMs for which incentives were received, and Ameren Missouri can dispose of these credits in any manner authorized by law or regulation. c) In no event shall activity associated with any energy or environmental credits noted in Section 2(b) result in interference with the Customer's sole discretion to operate EEMs as approved in his/her incentive award.

3. PRE-INSTALLATION ANALYSIS, APPROVAL AND SURVEY:

Ameren Missouri is not obligated to award any installations unless it pre-approves the Customer's Application and completes a pre-installation survey of the Customer's facilities, unless it has explicitly waived this latter requirement.

4. PRE-INSTALLATION APPROVAL:

After an Application is approved; the Customer will receive notification of pre-approved measures.

5. POST-INSTALLATION VERIFICATION:

Ameren Missouri also reserves the right to inspect installations at facilities which were the recipients of EEMs and seek recovery of measures if Qualifying EEMs cannot be located or are not installed in a manner consistent with the provisions of these Terms and Conditions.

6. MONITORING AND EVALUATION FOLLOW-UP VISITS:

Ameren Missouri reserves the right to make follow-up visits to Customer's facility during the 36 months following the actual completion date of the project at a time convenient to the Customer, and with at least one-week advance notice. The purpose of the visit(s) is to review the operation of the EEMs for program evaluation purposes, including

monitoring its energy performance. The scope of review is limited to determining whether program conditions have been met. The Customer must allow access to the EEMs and related project documentation.

7. CHANGES IN/CANCELLATION OF THE PROGRAM:

a) Ameren Missouri may change the program requirements, incentives, or Terms & Conditions at any time without notice, including suspending acceptance of applications or terminating the program. Ameren Missouri is not obligated to approve any submitted application that may result in Ameren Missouri exceeding its program budget. b) In the event of program change, pre-approved applications will be processed to completion under the Terms & Conditions in effect at the time of the pre-approval by Ameren Missouri. c) Submission of a completed application does not entitle the Customer to program participation.

8. PUBLICITY OF CUSTOMER PARTICIPATION:

Ameren Missouri may wish to publicize information relating to the Customer's participation in the program, including such data as: projected project energy savings, the incentive amount, before and after pictures, and other information that does not compromise reasonable Customer expectations of confidentiality of proprietary or competitive information. In such instances, Ameren Missouri will obtain Customer permission to make such information public.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION:

a) Ameren Missouri liability under this Application will be limited to paying for the EEMs and installation costs. Ameren Missouri and any of its affiliates or contractors shall not be liable to the Customer for any special, indirect, consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Application. By participating in the Ameren Missouri program, Customer agrees to waive any claims and fully releases Ameren Missouri from any damages, of any kind. b) The Customer shall protect, indemnify, and hold harmless Ameren Missouri and its representatives from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against Ameren Missouri or its representatives arising out of or relating to the performance of this Application.

10. INSTALLATION SCHEDULE REQUIREMENTS:

If the Customer has (1) not engaged in installation of the approved project, and has (2) not applied to Ameren Missouri for a project extension within one year from the date Ameren Missouri pre-approves the project, Ameren Missouri may cancel this Application without liability.

11. NO WARRANTIES:

a) Ameren Missouri or its representatives do not endorse, guarantee, or warrant any particular manufacturer or product, and it provides no warranties, expressed or implied including any implied warranty of merchantability or implied warranty of fitness for any product or services. Ameren Missouri is not liable or responsible for any act or omission of any contractor (if any). The customer's reliance on warranties is limited to any warranties that may be provided by contractors, vendors, etc. b) neither Ameren Missouri nor its representatives are responsible for assuring that the design, engineering and construction of the facility or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. Ameren Missouri does not make any representations of

any kind regarding the results to be achieved by the eems or the adequacy or safety of such measures.

12. CUSTOMER MUST PAY ALL TAXES:

Incentives received by the Customer under this Application may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes.

13. REMOVAL OF EQUIPMENT:

The Customer agrees, as a condition of participation in the program, to allow removal and disposal of the equipment being replaced by the EEMs in accordance with all laws, rules, and regulations. The Customer agrees not to reinstall any of this equipment anywhere in Missouri, or transfer it to any other party for installation in Missouri.

14. MISCELLANEOUS:

a) The entire agreement between the Customer and Ameren Missouri is composed of an approved, signed application, these Terms and Conditions and any pre-installation approval letters from Ameren Missouri. b) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions. c) The Customer acknowledges that the only individuals authorized to bind Ameren Missouri under the Ameren Missouri program are Ameren Missouri staff and authorized agents of Ameren Missouri. d) If either Ameren Missouri or the Customer desires to modify these Terms and Conditions, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought. e) If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms. f) If a dispute arises out of, or relates to this Application, or the breach thereof, and if the dispute cannot be settled through negotiation, Ameren Missouri and the Customer agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If they do not reach such solution within a period of 10 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Resolution of disputes concerning these Terms and Conditions, or any other requirement of this Application or condition of incentive award, resolution will be governed in all respects by the laws, statutes, and regulations of the State of Missouri. g) Ameren Missouri and customer hereby irrevocably and unconditionally waive any right either such party may have to a trial by jury or to initiate or become a party to any class action claims in respect of any action, suit or proceeding directly or indirectly arising out of or relating to this application or the transactions contemplated by this application. h) Customer shall not assign any rights it may have under this Application without the prior written consent of Ameren Missouri. Any assignment in violation hereof shall be deemed null and void.

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Building Information:

Refrigeration: Please complete table on back side of application.

Cooling:

- Central Chiller/Cooling Tower
- Individual Apt. Central System
- Wall Units - _____ (tenant owned or property owned)
- Window Units - _____ (tenant owned or property owned)
- Packaged Terminal AC (PTAC)
- None

Heating:

- Central Plant
- Individual Unit Apartment

Terminal Units:

- Fan-Coil
- Water-Source HP
- Baseboard
- PTAC/HP

Domestic Hot Water (DHW):

- Central
- Individual Unit Apartment Shared by Units

DHW Plant Type:

- Stand-Alone Tank/Heater - _____ (size in gallons)
- Indirect-Fired Tank
- On-Demand/Tankless
- Other - _____

Low Flow Shower Heads? Yes No

Faucets Flow Restrictor? Yes No

Occupancy Type:

- Affordable (i.e. fair market rent) (_____ %)
- HUD Public Housing (_____ %)
- HUD Housing Choice Voucher (Section 8) (_____ %)
- HUD Supportive Housing (Section 202 & 811)(_____ %)
- USDA Rural Rental Housing Guaranteed Loan Program (Section 538) (_____ %)
- USDA Rural Rental Housing (Section 515) (_____ %)
- Other - _____

Unit Type / Number of Each Type (check all that apply):

If more than one building - include each building and types in comments section below. Square footage of each typical unit is required in order to properly size window air conditioners where applicable.

- Studio - _____ 1 Bed/ 1 Bath - _____ 2 Bed/ 1 Bath - _____ 2 Bed/ 2 Bath - _____ 3 Bed/ 2 Bath - _____
- SF/Unit _____ SF/Unit _____ SF/Unit _____ SF/Unit _____ SF/Unit _____

Comments:

This contract contains a binding arbitration provision which may be enforced by the parties.

Applicant Signature: _____ **Date:** _____ / _____ / _____

Applicant First Name: _____ **MI:** _____ **Last Name:** _____

Honeywell Program Manager: _____ **Date:** _____ / _____ / _____

Return Completed Form to:
Ameren Missouri
Act On Energy® Multifamily Income Qualified Program
c/o Honeywell
1950 Craig Road · St. Louis, MO 63146
Fax: 1.314.548.4168

