



# Home Performance with ENERGY STAR<sup>®</sup>

## Direct Installation Measures Form



THIS FORM IS VALID FOR JOBS COMPLETED FROM JANUARY 1, 2012 TO MARCH 31, 2012.

<b>NOTES:</b>	<b>FOR OFFICE USE ONLY:</b>		
	<b>Customer:</b>		
	<b>Consultant:</b>		

Customer Name:	Phone: (    )		
Service Address:	City:	State: <b>WI</b>	ZIP Code:
Electric Utility Provider:	Electric Utility Account #:		
Natural Gas Utility Provider:	Natural Gas Utility Account #:		
Heating Fuel Type:	Water Heating Fuel Type:	Visit Date:	
Home Performance Consultant and Consultant's Business:			Phone: (    )
Year Built:	# of Occupants:	# of Bedrooms:	# of Floors:

Direct Installation Measures	<b>Lighting</b>										
	9w	14w	19w	23w	Reward Amount	Location (Living, Kitchen, Dining, Hall, Bedroom, Other)	Qty	Cost	Reward Amount		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	See Below			<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	See Below			<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	See Below			<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	See Below			<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	See Below			<input type="checkbox"/>			
	Lighting Reward Amounts				9w = \$5	14w = \$5	19w = \$5	23w = \$5			
	<b>Water</b>										
	Shower-head	Bath (Std Aerator)	Flip Aerator	Reward Amount	Fuel			Qty	Cost	Reward Amount	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	See Below	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric		<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	See Below	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric		<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	See Below	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric		<input type="checkbox"/>			
	Water Measure Reward Amounts				Showerhead = \$8	Std Aerator = \$3	Flip Aerator = \$5				
	<b>Total Reward Amount</b>										

I certify that the above measures were installed during the assessment and the Total Reward Amount is accurate.

Customer Name	Customer Signature	Date
Installer Name	Installer Signature	Date

## **Customer Signature:**

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:

1. The number shown on this form is the correct taxpayer identification number.
2. 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.
3. I am a U.S. citizen (includes a U.S. resident alien).

I, the undersigned, agree that the stated energy-efficient measure(s) was (were) installed at the project site address listed above as part of the Focus on Energy program offering and that I am authorized to sign this application. I have read and agree to the Terms & 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.

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This is a Focus on Energy program application for use by eligible applicants ("Applicant"). Shaw Environmental and Infrastructure, Inc. 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, 2012 and March 31, 2012. Applications must be postmarked within 30 calendar days of installation and no later than March 31, 2012. Applicants should maintain a copy of this application 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.

**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@shawgrp.com](mailto:focusonenergy.marketing@shawgrp.com).

**Section 3. Program Discretion:** Rewards 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 Focus 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 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 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 technologies. Applicants who use Liquid Propane (LP) or other non-qualifying fuels will not qualify for incentives for any gas 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. Focus on Energy, and its designated representatives, shall 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 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.

**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.

(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.

(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.