

# RESIDENTIAL REWARDS PROGRAM HOME AND WATER HEATING APPLICATION

**This application is for qualified equipment installed between January 1, 2012 and December 31, 2012.** Please return the signed, completed application and supporting documentation postmarked within 90 days of installation and no later than March 31, 2013.

**Questions?** Contact us at 800.762.7077.

## SECTION 1: CUSTOMER INFORMATION

First Name:		Last Name:	
Phone Number:		Email:	
Installation Address:	City:	State: WI	Zip:
Gas Utility:		Gas Utility Account Number:	
Electric Utility:		Electric Utility Account Number:	
Fuel Used for Space Heating: <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Other: _____		Is this an: (New construction is not eligible for these rewards) <input type="checkbox"/> Existing Home <input type="checkbox"/> New Construction	
Fuel Used for Water Heating: <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Other: _____		Estimated Age of Home: (Optional)	
Property Type: (Only single family dwellings and multi-family dwellings with 1-3 Units are eligible for these rewards) <input type="checkbox"/> Single Family <input type="checkbox"/> Multi-Family 1-3 Units <input type="checkbox"/> Other: _____			

## SECTION 2: CONTRACTOR INFORMATION

Company / Business Name:		Email:		Phone:	
Address:		City:		State:	
				Zip:	

## SECTION 3: PAYMENT INFORMATION (If Landlord/Property Owner payee, enter First Name and Last Name or Business Name in "Send Check Attention of" field)

Make Check Payable To: <input type="checkbox"/> Customer <input type="checkbox"/> Landlord/Property Owner		Send Check Attention of: (Customers: Complete only if needed for mailing purposes)					
Mailing Address:		City:		State:		Zip Code:	
Tax Status: (Select one only; Only if Landlord Payee*) <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC				Tax ID Number: (Complete one only; Only if Landlord Payee*) FEIN #: _____ - _____ - _____ <b>OR</b> SSN: _____ - _____ - _____			

## SECTION 4: APPLICATION SIGNATURES (Please read the complete Reward Application and sign)

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.  **Itemized Contractor Invoice is attached**

Applicant Signature:		Contractor Signature:	
Print Name:	Date:	Print Name:	Date:

\* Landlord payees must include tax information above. By signing and submitting this application, the Landlord certifies all of the Tax Certifications on Page 4.

**FORM SUBMITTAL - Return signed, completed Reward Application and supporting documentation to:**

**Mail:** Focus on Energy Rewards, 1360 Regent Street #100, Madison, WI 53715-1255

**Questions:** 800.762.7077

## HIGH EFFICIENCY FURNACES

### General Requirements for High Efficiency Furnace Rewards:

- Furnaces must have a multi-stage burner and a variable-speed (ECM) blower motor (Permanent Split Capacitor or multi-speed motors are not eligible).
- Furnaces must be a sealed combustion unit.
- Furnaces must be the primary heating source for the home's living space.
- Chimney liners must be installed where a high-efficiency gas furnace replaces an atmospherically-drafted furnace and only a water heater remains vented through the chimney. The interior opening left by the removed furnace must be closed with a metal cap and sealed with caulk or mortar.
- Contractor Invoice must include the discharge air configuration ("Upflow," "Downflow," or "Horizontal").

### 90% AFUE Furnace with Electronically Commutated Motor (ECM), Natural Gas, Propane or Oil-Fired - \$125 Reward:

- Furnace must have an Annual Fuel Utilization Efficiency (AFUE) of 90% or greater.
- Must be customer of a participating electric utility.
- Natural gas, propane and oil-fired furnaces are eligible. Electric furnaces are not eligible.

### 95% AFUE Natural Gas Furnace with Electronically Commutated Motor (ECM) - \$275 Reward:

- Furnace must have an Annual Fuel Utilization Efficiency (AFUE) of 95% or greater.
- Only natural gas furnaces are eligible.
- Must be customer of a participating electric utility and a participating natural gas utility. Customer must use natural gas for space heating.

<b>Information for Furnace #1</b>	Make/Brand Name:	Model:	Serial Number:	Installed Date:	Total Cost:	Reward Amount:
<input type="checkbox"/> 90% AFUE with ECM						
<input type="checkbox"/> 95% AFUE Natural Gas with ECM						
<b>Information for Furnace #2</b>	Make/Brand Name:	Model:	Serial Number:	Installed Date:	Total Cost:	Reward Amount:
<input type="checkbox"/> 90% AFUE with ECM						
<input type="checkbox"/> 95% AFUE Natural Gas with ECM						
<b>Information for Furnace #3</b>	Make/Brand Name:	Model:	Serial Number:	Installed Date:	Total Cost:	Reward Amount:
<input type="checkbox"/> 90% AFUE with ECM						
<input type="checkbox"/> 95% AFUE Natural Gas with ECM						

## HIGH EFFICIENCY BOILERS

### General Requirements for High Efficiency Boilers Rewards:

- Boilers must have an Input Capacity less than 300 MBTUH (Thousand British Thermal Units per hour).
- Boilers must have a modulating burner, and include an outdoor-air reset control (integrated or added to the system).
- Boilers must be a sealed combustion unit.
- Must be customer of participating natural gas utility and use natural gas for space heating. Boilers must be the primary heating source for the home's living space. Only natural gas boilers are eligible.
- Chimney liners must be installed where a high-efficiency gas boiler replaces an atmospherically-drafted boiler and only a water heater remains vented through the chimney. The interior opening left by the removed boiler must be closed with a metal cap and sealed with caulk or mortar.

### Natural Gas Space Heating Boiler 90% AFUE - \$300 Reward:

- Boiler must have an AFUE of 90% or greater.

### Natural Gas Space Heating Boiler 95% AFUE - \$400 Reward:

- Boiler must have an AFUE of 95% or greater.

<b>Information for Boiler #1</b>	Make/Brand Name:	Model:	Serial Number:	Installed Date:	Total Cost:	Reward Amount:
<input type="checkbox"/> 90% AFUE Boiler						
<input type="checkbox"/> 95% AFUE Boiler						
<b>Information for Boiler #2</b>	Make/Brand Name:	Model:	Serial Number:	Installed Date:	Total Cost:	Reward Amount:
<input type="checkbox"/> 90% AFUE Boiler						
<input type="checkbox"/> 95% AFUE Boiler						
<b>Information for Boiler #3</b>	Make/Brand Name:	Model:	Serial Number:	Installed Date:	Total Cost:	Reward Amount:
<input type="checkbox"/> 90% AFUE Boiler						
<input type="checkbox"/> 95% AFUE Boiler						

## INDIRECT WATER HEATERS

### Indirect Water Heater for Space Heating Boiler - \$100 Reward:

- Must be installed on a Space Heating Boiler that qualifies for a Natural Gas Space Heating Boiler Reward (which meets all requirements above).
- Installation of the Water Heater and Boiler must occur at the same time, and the qualifying Boiler must be included in this application, above.
- If Water Heater is not integrated into the boiler, the total cost (equipment, materials, external labor) must be separated from boiler and listed below.

<b>Add an Indirect Water Heater to Boiler #1 Above</b>	<b>If not integrated, enter Indirect Water Heater information below.</b>					
<input type="checkbox"/> Indirect Water Heater is integrated into Boiler No further information required. Eligibility will be verified against the Boiler Make and Model.	Make/Brand Name:	Model:	Serial Number:	Total Cost:	Reward Amount:	
<b>Add an Indirect Water Heater to Boiler #2 Above</b>	<b>If not integrated, enter Indirect Water Heater information below.</b>					
<input type="checkbox"/> Indirect Water Heater is integrated into Boiler No further information required. Eligibility will be verified against the Boiler Make and Model.	Make/Brand Name:	Model:	Serial Number:	Total Cost:	Reward Amount:	
<b>Add an Indirect Water Heater to Boiler #3 Above</b>	<b>If not integrated, enter Indirect Water Heater information below.</b>					
<input type="checkbox"/> Indirect Water Heater is integrated into Boiler No further information required. Eligibility will be verified against the Boiler Make and Model.	Make/Brand Name:	Model:	Serial Number:	Total Cost:	Reward Amount:	

## NATURAL GAS WATER HEATERS

### General Requirements for Natural Gas Water Heaters Rewards:

- Must be customer of a participating natural gas utility and use natural gas for water heating.
- Only natural gas water heaters are eligible.
- Point-of-use units are not eligible.
- The interior opening left by the removed water heater must be closed with a metal cap and sealed with caulk or mortar.

### Condensing Storage Water Heater - \$100 Reward:

- Water heater must have a Thermal Efficiency (TE) of 90% or greater.
- Water heater must be power-vented.

### Storage Water Heater, Energy Factor (EF) ≥ 0.67 - \$50 Reward:

- Water heater must have an Energy Factor of 0.67 or greater.
- Water heater must be a tank-type, storage water heater.

### Tankless Water Heater, Energy Factor (EF) ≥ 0.82 - \$100 Reward:

- Water heater must have an Energy Factor of 0.82 or greater.
- Water heater must be a tankless (instantaneous) water heater. Storage water heaters are not eligible for this reward.

<b>Information for Water Heater #1</b> <input type="checkbox"/> Condensing Storage <input type="checkbox"/> Storage (EF ≥ 0.67) <input type="checkbox"/> Tankless (EF ≥ 0.82)	Make/Brand Name:	Model:	Serial Number:	Installed Date:	Total Cost:	Reward Amount:
<b>Information for Water Heater #2</b> <input type="checkbox"/> Condensing Storage <input type="checkbox"/> Storage (EF ≥ 0.67) <input type="checkbox"/> Tankless (EF ≥ 0.82)	Make/Brand Name:	Model:	Serial Number:	Installed Date:	Total Cost:	Reward Amount:
<b>Information for Water Heater #3</b> <input type="checkbox"/> Condensing Storage <input type="checkbox"/> Storage (EF ≥ 0.67) <input type="checkbox"/> Tankless (EF ≥ 0.82)	Make/Brand Name:	Model:	Serial Number:	Installed Date:	Total Cost:	Reward Amount:

## ELECTRIC WATER HEATERS - \$25 REWARD

- This Focus on Energy reward is limited to customers of participating electric utilities who do not have access to natural gas service in their home. Focus on Energy will verify that natural gas service is not available to the customer before the reward is processed.
- Water heater must have an Energy Factor (EF) of 0.93 or greater.
- Water heater must be a tank-type water heater. Electric tankless water heaters are not eligible for this reward.

<b>Information for Water Heater #1</b> <input type="checkbox"/> By checking this box, I certify that I do not have access to natural gas service where this water heater was installed.	Make/Brand Name:	Model:	Serial Number:	Installed Date:	Total Cost:	Reward Amount:
<b>Information for Water Heater #2</b> <input type="checkbox"/> By checking this box, I certify that I do not have access to natural gas service where this water heater was installed.	Make/Brand Name:	Model:	Serial Number:	Installed Date:	Total Cost:	Reward Amount:
<b>Information for Water Heater #3</b> <input type="checkbox"/> By checking this box, I certify that I do not have access to natural gas service where this water heater was installed.	Make/Brand Name:	Model:	Serial Number:	Installed Date:	Total Cost:	Reward Amount:

**TOTAL REWARD:** Enter the total amount of rewards being requested for Furnaces, Boilers, and/or Water Heaters (Optional)

\$

## OFFER AVAILABILITY

- Focus on Energy rewards are available to Wisconsin residential customers of participating utilities. Call 800.762.7077 or visit focusonenergy.com to verify eligibility.
- Offer is valid for equipment and products purchased and installed between January 1, 2012 and December 31, 2012.
- Rewards may not exceed the total purchase price of the energy efficient equipment. The only costs eligible for rewards are: Materials; Equipment; External Labor.
- Allow approximately 8-10 weeks for your completed application to be processed. Incomplete applications cannot be processed. Failure to complete the reward application in full and provide the required supporting documentation will either delay the payment process or result in your application being denied. Receipt of an application does not guarantee payment of a reward.
- The program is not responsible for items (i.e. reward applications, supporting documentation, reward checks) lost or damaged in the mail.
- Only single family dwellings and multi-family dwellings of 3 units or less are eligible for the rewards included in this reward application. Rewards may be available for other customer or property types. Please visit focusonenergy.com for other offerings and reward applications.
- The Focus on Energy program will only pay one reward for each piece of equipment. Rewards paid on this application cannot be claimed on another Focus on Energy application. Similarly, rewards can only be paid to one person or entity (i.e., either the resident or landlord, not both).
- All equipment installations are subject to verification inspection by the program to ensure the equipment is properly installed and operating. Participants must allow, if requested, the program or a program representative reasonable access to their home to verify the installed equipment.

**Please Note:** All natural gas utility customers should verify with their gas utility to ensure that their natural gas pressure is adequate for any gas-using equipment being installed.

## PROGRAM QUALIFICATIONS

You are only eligible to participate in the Home and Water Heating Program if you are:

- A current residential customer of a participating utility in Wisconsin at the time of equipment purchase and installation; or
- A landlord/property owner (who is not the utility account holder) who paid for the equipment installed in the residence of a current residential customer of a participating utility in Wisconsin at the time of equipment purchase and installation; and
- Installing qualifying energy efficient equipment in an existing residential dwelling. New construction does not qualify.

Your installation of high efficiency equipment is only eligible for a reward if:

- It meets all equipment-specific, energy efficiency and program requirements as outlined in this application.
- It is replacing existing equipment used for the same purposes. Equipment additions to a residential dwelling, which are not replacing existing equipment, do not qualify.
- It is purchased new. Resale equipment, new parts installed in existing equipment, or equipment that is leased, rebuilt, rented, received from insurance claims, received from a warranty or won as a prize do not qualify.
- Equipment is installed by a professional contractor with appropriate insurance, permits and licenses. A valid Wisconsin State professional contractor's license or credential is required.
- Equipment is installed conforming to all applicable building, local, state and federal codes, standards, ordinances and regulations, and manufacturer specifications.
- Equipment is installed and operational prior to submittal of this application at the address listed on the application.
- It is installed in a single-family dwelling, or a multi-family dwelling of three units or less.
- It is installed in a property owned by the applicant, or the applicant has received permission from the property owner to install the equipment. If you do not own the property where this equipment is installed, as a residing tenant you are responsible for obtaining the owner's permission to install the equipment for which you are applying for a reward. Your submission of this application indicates that you have obtained this permission.
- It is purchased and installed during the program offering period: January 1, 2012 through December 31, 2012.

To be considered complete and eligible for rewards, all applications must:

- Be postmarked no later than 90 days after the installation date, or by March 31, 2013, whichever comes first.
- Be signed by the purchaser (Customer, Landlord/Property Owner, or Applicant signing on behalf of the Customer).
- Include Itemized Contractor Invoice(s) or Proof of Purchase Receipt(s) containing:
  - Equipment make, model and serial number
  - Total installed cost (itemized by each equipment/product installed)
  - Total number of units installed
  - Purchase date and installation date (if purchased and installed on separate dates)
  - Professional contractor's business/company name, address and phone number
  - Balance due of zero, paid in full stamp, or payment terms

## LANDLORD OR PROPERTY OWNER APPLICANTS

By submitting this application, the signatory(ies) and applicant(s) agree to all of the following terms and conditions.

- **Landlord/Property Owner Payees:** The following certifications are required in order for this form to substitute for the IRS Form W-9. Under penalty of perjury, the Landlord/Property Owner who has signed on Page 1 certifies 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).
- If the Payee listed on Page 1 is the Landlord/Property Owner (who is not the dedicated utility account holder), by signing and submitting this reward application, he/she is certifying that all equipment was paid for by the Landlord/Property Owner and the tenant (the utility account holder) provided his/her customer information for use in this reward application.
- Rewards are taxable and if greater than \$600 in a calendar year will be reported to the IRS unless you are exempt. If you have exceeded a total of \$600 in rewards, a W-9 form may be requested if applicable.

## 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. is the Program Administrator for Focus on Energy ("Program Administrator") and bound by contract to Statewide Energy Efficiency and Renewable Administration, Inc. ("SEERA"). Integrated Resource Solutions Group, LLC is the Program Implementer for Focus on Energy ("Program Implementer") and is bound by contract to Program Administrator. The Program Administrator, Program Implementer, 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 December 31, 2012. Applications must be postmarked within 90 calendar days of installation and no later than March 31, 2013. 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.

## FOCUS ON ENERGY GENERAL TERMS AND CONDITIONS, CONTINUED

**Section 4. Disclaimers, Representations, and Warranties:** Focus on Energy, the Program Administrator, Program Implementer, 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, Program Implementer, 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 and Program Implementer'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, Program Implementer 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.