

SECTION 4: TERMS AND CONDITIONS

1. Application Deadlines: Please retain a copy of this application and any accompanying documentation submitted. **Complete applications must be submitted in the same calendar year and within 180 days of equipment purchase and install.** Neither Energy Trust nor its representatives will be responsible for any lost documentation pertaining to this application.

2. Eligibility: Industrial, municipal and agricultural customers in Oregon and on eligible rates schedules of NW Natural, Cascade Natural Gas, and Avista can apply for incentives for qualifying natural gas energy saving equipment. Additional eligibility restrictions may apply. Final determination of eligibility for Energy Trust incentives rests solely with Energy Trust.

3. Incentives: Limited to one incentive per one equipment purchase. **Funds for incentives are limited and subject to availability. Program requirements, including incentive levels and limits, are subject to change without advance notice and may vary by utility service area depending on the pace of demand in each service area and the available incentive budget.** If any bonus amounts are available for qualifying equipment, the base incentive plus the bonus incentives will never exceed the total documented eligible measure cost. The total incentive provided (i) will depend upon the incentive amounts in effect as of the equipment purchase date, and (ii) will never exceed the documented total final eligible project costs or Energy Trust's maximum allowable per-project incentive amount. The Program also limits the total amount of incentives that Participant can receive on a per-site, per-year basis.

4. Payment: Incentives will be paid upon: (i) Energy Trust's receipt of this completed application along with all required accompanying proof of purchase documentation by the deadline indicated, and (ii) satisfactory completion of a Program verification, if required. Please allow 60 to 90 days from Energy Trust's receipt of all information for delivery of payment. A complete, accurate, and verifiable W9 is required. Failure to deliver all required documentation may result in delay or withholding of payment.

5. Proof of Purchase: Participant must submit all sales receipts, invoices, manufacturer specification sheets, and other pertinent documents itemizing the equipment purchased. The proof of purchase documentation submitted must show: (i) the date of purchase and itemized price paid, and (ii) size, type, make, and model or part number of equipment purchased. Participant will provide Energy Trust with additional proof of purchase information upon request.

6. Verification: Equipment installations may be selected for an on-site verification review. Should a Participant's facility be chosen for verification, satisfactory completion of that verification must occur before payment will be issued. Energy Trust's verification is for the purpose of incentive payment only. No warranty is implied.

7. No Endorsement: Energy Trust and its representatives do not endorse any particular manufacturer, contractor or product in promoting the Program. The fact that the names of particular manufacturers, contractors, products, or systems may appear on this application does not constitute an endorsement. Manufacturers, contractors, products or systems not mentioned are not implied to be unsuitable or defective in any way.

8. Disclaimer: ENERGY TRUST AND ITS REPRESENTATIVES MAKE NO GUARANTEE OR WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. Participant assumes the risk of any loss or damage(s) that Participant may suffer in connection with the equipment. Energy Trust does not guarantee any particular energy savings results by its approval of this application, or by any other of its actions.

9. Energy Information Release: Participant hereby confirms that it has reasonably attempted to identify all of its utility accounts for its identified site(s) in this incentive application. By signing and submitting this incentive application to Energy Trust, Participant authorizes Energy Trust to access its energy usage data, including without limitation interval data, for all of Participant's utility accounts for the identified site(s), including those utility accounts identified in this incentive application and any other of Participant's utility accounts that may be associated with such site(s) that Participant is not able to reasonably identify at this time. Participant agrees to provide other reasonable assistance to Energy Trust to obtain such information. Participant further authorizes Energy Trust to discuss its energy efficiency efforts with its utility account representative(s).

10. Equipment Installation: Participant represents that (i) it has the right to install the equipment on the property on which the equipment is installed and that any necessary consents have been obtained, and (ii) that all equipment installed and work performed shall comply with all laws, regulations and safety, building, environmental and permitting codes, and any manufacturer instructions.

11. Tax Liability: Energy Trust is not responsible for any tax liability which may be imposed on Participant due to incentive payments. Energy Trust is not providing tax advice, and any communication by Energy Trust is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.

12. Limitation of Liability: ENERGY TRUST'S LIABILITY IN CONNECTION WITH THIS APPLICATION SHALL BE LIMITED TO THE AMOUNT OF ANY INCENTIVE OWED. NEITHER ENERGY TRUST NOR ITS REPRESENTATIVES SHALL BE LIABLE TO PARTICIPANT OR TO ANY OTHER PARTY FOR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR ASSOCIATED WITH THIS APPLICATION.

13. Information Release: Participant agrees that Energy Trust may include some or all of the following information in reports to the legislature, Oregon Public Utility Commission (OPUC), funding utilities, and other government agencies as necessary to meet Energy Trust's responsibilities and regulatory requirements: Participant name, site address, general description of the type of energy saving or renewable project implemented (e.g. lighting, HVAC, solar PV), Energy Trust services or incentive payments provided to the Participant, and any energy saved or generated as a result of Energy Trust services or incentives. Energy Trust will treat all other information gathered as confidential and report it to such agencies only in the aggregate.

14. Access and Evaluation: Energy Trust and/or its representatives may request access to the property for verification or evaluation purposes. Participant agrees to cooperate with evaluation as a requirement of this incentive agreement with Energy Trust. Participant agrees to provide Energy Trust and its representatives with (i) reasonable access to the project site(s), obtaining any and all necessary consents, (ii) requested project documentation related to the measure(s), and (iii) information about the energy use and operations of the measure(s) and/or project site(s) for the purposes of evaluating the energy savings during and after measure completion. Participant further agrees that Energy Trust and its representatives may inform subsequent owners of the project site(s) that Energy Trust has provided service to the project site(s) for the sole purpose of evaluating and facilitating Energy Trust program services.

15. Governing Law: This agreement shall be exclusively governed by and construed in accordance with applicable Oregon law, without regard to any conflicts of laws rules thereof.

SECTION 5: AGREEMENT

By my signature below, I agree that all information supplied to Energy Trust on this application is true and correct to the best of my knowledge, the purchased equipment has been installed at Participant's site address listed and I am authorized to submit this incentive application on behalf of the named Participant identified in Section 1 and agree to the terms and conditions of this incentive application.

SECTION 6: SUBSTITUTE FORM W9 CERTIFICATION

Signature and Certification: Under penalties of perjury, I hereby certify that (1) The payee's taxpayer identification is true and correct, (2) the payee is not subject to backup withholding, and (3) payee is a U.S. person (including a U.S. resident alien).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature	Name (please print)	Date