

**SACRAMENTO MUNICIPAL UTILITY DISTRICT
COMMERCIAL SERVICES EFFICIENCY PROGRAM INCENTIVE APPLICATION**

Complete this form and return it to the SMUD Commercial Services Department with all other required information.

Facility Name	SMUD Account No.(s)	Financing <input type="checkbox"/> Yes <input type="checkbox"/> No
Installation Address	City, State,	Zip
Contact Person	Phone No. Fax No.	
Payee Contractor	Federal Tax I.D. No.(s)	
Attention		
Address	City, State,	Zip

Subject to availability and program terms, incentive funds will be reserved if project is approved by SMUD.

Program incentive application process: (See reverse side for program terms and conditions)

- Fully completed program application
- Signed copy of contract

SMUD will return a written agreement approving the application, committing funds and authorizing start of the project.

Projects started without SMUD approval will not be eligible for incentive.

Incentive will be paid directly to the Contractor upon project completion and SMUD approval.

I have read, understand, and agree to the rules and eligibility requirements listed above and on the reverse side of this application. I also understand for Energy Efficiency incentive amounts of \$600 or greater per calendar year, SMUD may be required to file (A) form 1099-MISC with the Internal Revenue Service and/or (B) an informational return with The Franchise Tax Board.

Note: Neither form 1099-MISC nor an informational return is required to be filed when the customer is a corporation or public agency. The Internal Revenue and California Revenue and Taxation codes are subject to change.

Contractor (Please Print) _____ Contractor Signature _____ Date _____

PAYMENT AUTHORIZATION - SMUD USE ONLY

Transaction #	Activity #
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Issue Check

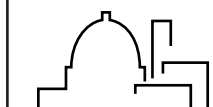
SMUD Auditor, please see files in Commercial Department for original documents.

Financing Only Financing and Incentive Contractor Incentive Only

PK		\$\$	G/L	Order No.
40	Incentive Amount		540120	
40	Incentive Amount		540120	
40	Finance Amount		540125	
50	(Less) Application Fee		419020	
	Total Payment			

APPROVALS

Incentive Approved By _____ Date _____ Financing Approved By _____ Date _____



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SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT
The Power To Do More.®

ENERGY EFFICIENCY RETROFIT PROGRAM TERMS AND CONDITIONS

1. SMUD MUST APPROVE PROJECTS PRIOR TO INSTALLATION OF ENERGY EFFICIENCY MEASURES.

2. Only installed "permanent" measures in SMUD territory, replacing existing equipment, are eligible.
3. Projects must reduce electrical demand for at least two hours daily within the hours of 1-9 pm, summer weekdays.
4. Hazardous waste must be handled and disposed of in strict compliance with all applicable Federal, State and local laws, ordinances and regulations.
5. All installed products/equipment must be new and meet SMUD's minimum technical and performance specifications.
6. Light levels must meet IES standards or be acceptable to the customer.
7. The project completion incentive is not available for gas/electric HVAC systems replacing electric heating/cooling systems or other fuel source switching away from electricity.
8. If the magnitude or scope of the project changes, the SMUD Energy Specialist must be notified, and any subsequent changes must be approved by SMUD before the work continues.
9. All energy efficiency equipment and systems set forth in this application must be installed and operational. The project must be completed as contracted and within the time frame stated in the SMUD approval letter unless mutually agreed in writing by both parties.
10. The contractor and customer must sign and submit a Notice of Project Completion (Form 10) and warrant that all applicable city/county/state building and other permits have been obtained. SMUD may inspect during the installation and/or upon project completion. Upon completion, a copy of the hazardous waste manifests receipt (PCB ballasts) or bill of lading (fluorescent tubes) will be required (if applicable).
11. Disclaimer of Warranties. SMUD makes no representations, expressed or implied, regarding the design, sizing, installation, construction, reliability, efficiency, performance, operation, maintenance, or use of any energy efficiency equipment or systems analyzed, discussed, selected, rejected, installed or otherwise considered by customer. Any decisions regarding the selection, design, installation, use and operation of any energy efficiency equipment or systems shall be made at the sole discretion and are the sole responsibility of the customers.
12. Contractor/Association shall indemnify, defend and hold harmless SMUD, its directors, officers, employees, and agents against all claims, loss, damage, expense, and liability asserted or otherwise incurred by other parties, including, but not limited to SMUD's employees and Customers employees, arising out of or in any way related to the performance of this Agreement and caused by the acts, omissions, intent or negligence, whether active or passive of Customer, its agents, employees, suppliers, and excepting only such loss, damage or liability as may be caused by the intentional acts or the sole negligence of SMUD.