

# Prescriptive HVAC & mechanical equipment application

Thank you for participating in AES Indiana's Business Rebates & Incentives program. Refer to the information below to ensure you are eligible for program rebates and your application is complete. Please retain a copy of your completed application for your records. To access all AES Indiana applications, please visit [aesindiana.com/you-business](https://aesindiana.com/you-business).

## What you will need:

1. Your AES Indiana account number and AES Indiana Service ID
2. An itemized invoice
3. Equipment specification sheets
4. Installing contractor information (if applicable)
5. Payee's IRS form W-9

## Need help?

For assistance completing this form, call **888-982-7071**.

## How to apply for a rebate

Program applications and required documents may be submitted using one of the three methods below.

### Online rebate portal

Skip the paper application. Submit and track your rebate online at [aesindiana.com/prescriptive-rebates](https://aesindiana.com/prescriptive-rebates).

### U.S. mail

AES Indiana Business Rebates & Incentives Program  
16350 Felton Rd.  
Lansing, MI 48906

### Email

[prescriptive@aesindianarebates.com](mailto:prescriptive@aesindianarebates.com)

### Step 1: Determine Eligibility

#### Applicant

The applicant must be an active AES Indiana business customer with a qualifying Rate Code at the time of equipment installation. Qualifying rate codes include ISS, ISH, ISL, IPL, IPH or IHL.

#### Applicant and installation

The application must be completed in full and signed prior to submittal. Applications must be received within 90 calendar days of project installation or by December 31, 2024, whichever comes first.

Please note, rebates not to exceed 50 percent of the total material and external labor cost and are limited to a maximum cap of \$250,000 per project. Total combined Custom and Prescriptive Incentives are capped at \$1,000,000 per customer per calendar year.

#### Equipment and installation

New equipment must be more efficient than existing equipment (e.g., the new equipment must save energy). Excludes New Construction projects. Equipment must be installed and operational by December 31, 2024.

### Step 2: Complete Application & Attach Supplemental Documentation

#### Complete application

Unless noted otherwise, all fields must be completed on the application.

#### Sign application

The application must be signed in the space provided in Section 6: Terms and Conditions.

#### Attach supplemental documentation

Ensure you have attached a copy of all documentation to the rebate form, including an itemized invoice and manufacturer specification sheets.

The invoice should include:

- The equipment size, type, make, model and/or part number
- The date of installation
- An itemized breakout of materials (including per unit costs by model number), labor and sales tax
- Rebate amount credited on invoice, if Trade Ally or third-party rebate administrator is assigned to receive the rebate. Please note, the customer's signature is required in Section 4 to assign the rebate to either.

### Step 3: Submit Paperwork

#### Double-check information

Make sure information listed on the application is correct and you have provided an itemized invoice and specification sheets.

When applicable, equipment model must be qualified on the AHRI directory or shown to have tested at AHRI conditions on its specification sheet. See Section 2 for eligibility requirements.

#### Submit application

Submit your completed application and supplemental documentation to one of the methods posted above. Once completed paperwork is submitted, rebate payments are generally made within 6–8 weeks.

Note: If you choose to email your application, be sure to include all documents as email attachments.

# Prescriptive HVAC & mechanical equipment application

## Section 1: Customer Information

AES Indiana Account Holder Name:		Contact Name:	
AES Indiana Account Number (as shown on utility bill):		AES Indiana Customer Service ID Number (where equipment is installed) (REQUIRED):	
Phone:		Email:	
Installation Street Address:		City:	State: ZIP Code:
How did you hear about this program?		<input type="checkbox"/> Contractor/Trade Ally <input type="checkbox"/> Previous Participant <input type="checkbox"/> Program Representative <input type="checkbox"/> Utility Representative	
<input type="checkbox"/> LinkedIn <input type="checkbox"/> Mail/Bill Insert <input type="checkbox"/> Other Social Media <input type="checkbox"/> Community Event		<input type="checkbox"/> Utility Website <input type="checkbox"/> Word of Mouth <input type="checkbox"/> Other: _____	

## Section 2: Building Information

### Building Type - Required (check one)

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> Arena/Auditorium/Convention | <input type="checkbox"/> Grocery                     | <input type="checkbox"/> Office (Large)      | <input type="checkbox"/> Retail (Department Store) |
| <input type="checkbox"/> Assisted Living             | <input type="checkbox"/> Healthcare Clinic           | <input type="checkbox"/> Office (Low Rise)   | <input type="checkbox"/> Retail (Strip Mall)       |
| <input type="checkbox"/> Auto Dealership             | <input type="checkbox"/> Hospital                    | <input type="checkbox"/> Office (Mid Rise)   | <input type="checkbox"/> School (Elementary)       |
| <input type="checkbox"/> Daycare                     | <input type="checkbox"/> Lodging (Common Areas)      | <input type="checkbox"/> Police/Fire Station | <input type="checkbox"/> School (High/Middle)      |
| <input type="checkbox"/> College/University          | <input type="checkbox"/> Lodging Hotel (Guest Rooms) | <input type="checkbox"/> Parking Garage      | <input type="checkbox"/> Warehouse                 |
| <input type="checkbox"/> Convenience Store           | <input type="checkbox"/> Manufacturing Facility      | <input type="checkbox"/> Religious/Worship   | <input type="checkbox"/> Other: _____              |
| <input type="checkbox"/> Drug Store                  | <input type="checkbox"/> Multi-Family (Common Areas) | <input type="checkbox"/> Restaurant          |  |

### Heating System Type - Required (check one)

- |   |  |
|---|--|
| <input type="checkbox"/> Natural Gas        | <input type="checkbox"/> Electric Resistance |
| <input type="checkbox"/> Electric Heat Pump | <input type="checkbox"/> Unknown             |

### Cooling System Type - Required (check one)

- |                                   |                                  |
|-----------------------------------|----------------------------------|
| <input type="checkbox"/> Electric | <input type="checkbox"/> Unknown |
| <input type="checkbox"/> Other    | <input type="checkbox"/> None    |

## Section 3: Trade Ally Information

☐ Check Here for Self-Installation

Business Name:		Contact Name:	
Phone:		Email:	
Street Address:		City:	State: ZIP Code:

# Prescriptive HVAC & mechanical equipment application

## Section 4: Rebate Payment Information (complete only if payee is not the AES Indiana account holder listed above)

Make checks payable to:

☐ Customer ☐ Trade Ally (customer signature required) ☐ Third-Party Rebate Administrator (customer signature required)

I hereby authorize payment of incentive directly to the Trade Ally or Third-Party Rebate Administrator and agree these rebates have been passed through to our company via a reduction in the amount invoiced for the work.

Customer Signature:	Date:		
Payee Legal Name (as shown on IRS form W-9):	Payee Business Name (if different than payee legal name):		
Payee Legal Address:	City:	State:	ZIP Code:
Payee Contact Name:	Payee Contact Phone:	Payee Contact Email:	

Mail check to: ☐ Payee Legal Address ☐ Job Site Address ☐ Alternate Address (complete below):

Alternate Pay Address (optional):	City:	State:	ZIP Code:
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Payee Federal Tax Classification (check ONE only):

☐ Corporation ☐ Partnership ☐ Sole Proprietor/Individual ☐ LLC ☐ Other tax-exempt organization or gov't agency

Payee Taxpayer Identification Number (TIN)

(Complete ONE only. Must match payee legal name above.)

FEIN #: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ or SSN: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

## Section 5: Equipment Information

### General Requirements:

- The specifications for the eligible equipment are listed within each technology on this form. If the technology you are installing is specified differently than how it is listed, please call 888-982-7071 to verify eligibility. Custom Incentives are available for many technologies not listed; however, pre-approval is required for all custom projects.
- Equipment must be purchased new to qualify. Resale equipment or equipment that is leased, rebuilt, rented, received from insurance claim or received from warranty is not eligible.

### A. Central air unit incentives (rooftop and unitary a/c)

- If the equipment or matched set is not in the AHRI manuals, the manufacturer's technical fact sheet must be provided showing the efficiency level tested under AHRI conditions. Equipment capacity (size) and efficiency must be based on AHRI design conditions. Eligibility will be primarily based on AHRI manuals data. If the unit is not in the AHRI manuals then the technical fact sheet data will be used, if tested at AHRI conditions.
- For split systems, the indoor coil and condenser must be matched set to be eligible for rebate.
- Cooling system(s) must operate  $\geq 1,500$  hours annually to be eligible.
- Eligible for retrofit.
- Eligible for new construction.

Description	Minimum Efficiency Requirement	Install Date (mm/dd/yy)	Make	Model Number	Serial Number	BTUh Cooling Capacity	Incentive	Total Incentive (BTUh Cooling Capacity / 12,000 x Incentive)
< 65,000 BTUh	15 SEER2						\$80.00	\$
65,000 $\leq$ BTUh < 135,000	16 IEER						\$50.00	\$
135,000 $\leq$ BTUh < 240,000	15.4 IEER						\$50.00	\$

# Prescriptive HVAC & mechanical equipment application

## Section 5: Equipment Information, continued

Description	Minimum Efficiency Requirement	Install Date (mm/dd/yy)	Make	Model Number	Serial Number	BTU <sub>h</sub> Cooling Capacity	Incentive	Total Incentive (BTU <sub>h</sub> Cooling Capacity / 12,000 x Incentive)
240,000 ≤ BTU <sub>h</sub> < 760,000	14.4 IEER						\$50.00	\$
≥ 760,000 BTU <sub>h</sub>	12.5 IEER						\$50.00	\$
Packaged Terminal Air Conditioner 6,000 ≤ BTU <sub>h</sub> < 11,000	12.50 EER						\$55.00	\$
Packaged Terminal Air Conditioner 11,000 ≤ BTU <sub>h</sub> < 15,000	11 EER						\$55.00	\$
Packaged Terminal Air Conditioner ≥ 15,000 BTU <sub>h</sub>	9.98 EER						\$55.00	\$
Total for Section A:								\$

## B. Heat pumps

- If the equipment or matched set is not in the AHRI manuals, the manufacturer's technical fact sheet must be provided showing the efficiency level tested under AHRI conditions. Equipment capacity (size) and efficiency must be based on AHRI design conditions. Eligibility will be primarily based on AHRI manuals data. If the unit is not in the AHRI manuals then the technical fact sheet data will be used, if tested at AHRI conditions.
- For split systems, the indoor coil and condenser must be matched set to be eligible for rebate. Cut sheets must be provided for indoor and outdoor units.
- Cooling system(s) must operate ≥ 1,500 hours annually to be eligible.
- Eligible for retrofit.
- Eligible for new construction.

Description	Minimum Efficiency Requirement	Install Date (mm/dd yy)	Make	Model Number	Serial Number	BTU <sub>h</sub> Cooling Capacity	BTU <sub>h</sub> Heating Capacity	Incentive	Total Incentive (BTU <sub>h</sub> Cooling Capacity / 12,000 x Incentive)
Ductless Mini-Split Heat Pump	14.3 SEER2, 8.075 HSPF2							\$40.00	\$
Packaged Terminal Heat Pump 6,000 ≤ BTU <sub>h</sub> < 11,000	12.5 EER, 3.5 COP							\$55.00	\$
Packaged Terminal Heat Pump 11,000 ≤ BTU <sub>h</sub> < 15,000	11 EER, 3.23 COP							\$55.00	\$
Packaged Terminal Heat Pump ≥ 15,000 BTU <sub>h</sub>	9.98 EER, 3.07 COP							\$55.00	\$

### Definitions:

- Air conditioning units can be rated in EER (energy efficiency ratio), SEER (seasonal EER), or IEER (Integrated EER). Cut sheets should always list two values: EER and SEER or EER and IEER. EER represents the total cooling output of a unit divided by its energy consumption, operating continuously at a given temperature. SEER and IEER both represent the total cooling output of a unit divided by its energy consumption over a range of operating conditions. SEER is applicable units < 65,000 BTU<sub>h</sub>, and IEER is applicable to units ≥ 65,000 BTU<sub>h</sub>.

# Prescriptive HVAC & mechanical equipment application

## Section 5: Equipment Information, continued

Description	Minimum Efficiency Requirement	Install Date (mm/dd/yy)	Make	Model Number	Serial Number	BTUh Cooling Capacity	BTUh Heating Capacity	Incentive	Total Incentive (BTUh Cooling Capacity / 12,000 x Incentive)
Air Source Heat Pump									
< 65,000 BTUh Split System	15.2 SEER2, 8.008 HSPF2							\$60.00	\$
< 65,000 BTUh Packaged Unit	14.25 SEER2, 7.14 HSPF2							\$60.00	\$
65,000 ≥ BTUh < 135,000	15.0 IEER, 3.7 COP							\$60.00	\$
135,000 ≥ BTUh < 240,000	14.4 IEER, 3.6 COP							\$50.00	\$
≥ 240,000 BTUh	13.4 IEER, 3.5 COP							\$50.00	\$
Geothermal Heat Pump									
Water/Air Loop < 17,000 BTUh	13.4 EER, 4.7 COP							\$240.00	\$
Water/Air Loop 17,000 ≥ BTUh < 135,000	14.3 EER, 4.7 COP							\$240.00	\$
Groundwater/Air < 135,000 BTUh	19.8 EER, 4.05 COP							\$240.00	\$
Ground/Air Loop < 135,000 BTUh	15.5 EER, 3.5 COP							\$240.00	\$
Water/Water Loop < 135,000 BTUh	11.65 EER, 4.05 COP							\$240.00	\$
Groundwater/Water < 135,000 BTUh	17.9 EER, 3.4 COP							\$240.00	\$
Ground/Water Loop < 135,000 BTUh	13.3 EER, 2.75 COP							\$240.00	\$
Total for Section B:									\$

## Definitions:

- The heating portion of heat pumps can be rated in HSPF (heating seasonal performance factor) or COP (coefficient of performance). COP is the ratio of the heating energy output to the energy input, and it applies to units ≥ 65,000 BTUh. Similar to SEER, HSPF measures the unit's efficiency over a range of operating conditions and is only applicable to units < 65,000 BTUh.

# Prescriptive HVAC & mechanical equipment application

## C. Programmable thermostat

- Must replace standard thermostat or broken programmable thermostat.
- Programmable, non Wi-Fi thermostats must have 4 daily settings (Wake, Leave, Home, Night or equivalent).
- Programmable, non Wi-Fi thermostats must have 5 - 1+1 or 5 -2 day type programming ability.
- Building must be air conditioned.
- Wi-Fi thermostats not eligible for buildings with electric baseboard heating/cooling systems.

Description	Install Date (mm/dd/yy)	Make	Model Number	Qty.	Incentive	Total Incentive (Qty. x Incentive)
Programmable Thermostat					\$100.00	\$
Wi-Fi Thermostat					\$100.00	\$
Total for Section C:						\$

## D. Guestroom energy management controls

- Temperature set point must be controlled by in room occupancy detectors (automatic or keycard).
- Sensors controlled by a front desk system are not eligible.
- During unoccupied periods, the default setting for controlled units should differ by at least 5 degrees from the operating set point.
- The rebate is per guest room controlled, not per sensor; for multi-room suites the rebate is available per room controlled, if a sensor is installed in each room.
- Cannot replace or upgrade existing occupancy-based controls.

Heating System Type	Install Date (mm/dd/yy)	Make	Model Number	Housekeeping Setback	# of Rooms	Incentive	Total Incentive (# of Rooms x Incentive)
Electric Heat				<input type="checkbox"/> Y <input type="checkbox"/> N		\$200.00	\$
Air Source Heat Pump				<input type="checkbox"/> Y <input type="checkbox"/> N		\$200.00	\$
Gas Heat				<input type="checkbox"/> Y <input type="checkbox"/> N		\$75.00	\$
Total for Section D:							\$

### Definitions:

- Water-cooled chillers are rated in kW/ton and IPLV, while air-cooled chillers are rated in EER and IPLV. The kW per ton efficiency is literally the kW input divided by the cooling ton output. kW/ton is reported on cut sheets at a standard, full load value as well as an integrated part load value (IPLV), which is the efficiency over a range of part load conditions. The EER, or energy efficiency ratio, represents the total cooling output of a unit divided by its energy consumption. EER is also reported on cut sheets at a standard, full load value as well as an IPLV.
- FL = full load

# Prescriptive HVAC & mechanical equipment application

## Section 5: Equipment Information, continued

### E. Guestroom energy management controls

- Temperature set point must be controlled by in room occupancy detectors (automatic or keycard).
- Sensors controlled by a front desk system are not eligible.
- During unoccupied periods, the default setting for controlled units should differ by at least 8 degrees from the operating set point.
- The rebate is per guest room controlled, not per sensor; for multi-room suites the rebate is available per room controlled, if a sensor is installed in each room.
- Cannot replace or upgrade existing occupancy-based controls.

Heating System Type	Install Date (mm/dd/yy)	Make	Model Number	Housekeeping Setback	# of Rooms	Incentive	Total Incentive (# of Rooms x Incentive)
Electric Heat				<input type="checkbox"/> Y <input type="checkbox"/> N		\$200.00	\$
Air Source Heat Pump				<input type="checkbox"/> Y <input type="checkbox"/> N		\$200.00	\$
Gas Heat				<input type="checkbox"/> Y <input type="checkbox"/> N		\$75.00	\$
Total for Section E:							\$

### F. Demand control ventilation

- Controlled space must meet minimum requirements set by ASHRAE 62.1-2016.
- Conditioned space must be kept between 65° F and 78° F during operating hours (except for garages).
- System must have fresh air requirement ≥10% of supply air requirements.
- CO<sub>2</sub> sensors must be installed in conjunction with fully functioning economizers with zone level or return system sensors.
- For garage spaces, fans must modulate the ventilation airflow based on pollutant concentrations (typically CO<sub>2</sub>) in the space.
- Rebate is per square foot of area being controlled, not building square footage. Copy of floor plan with controlled areas indicated must be submitted.
- Not eligible for new buildings. Must be installed in existing space with no demand control sensors.
- Not eligible where required by code.
- Systems with terminal reheat (constant volume or variable air volume) must be processed through the Custom program.
- Not eligible for packaged single-zone RTUs with functioning economizers. Use the Advanced Rooftop Controls measure.

Install Date (mm/dd/yy)	Make	Model	Sq Ft of Controlled Area	Incentive (per sq ft)	Total Incentive
				\$0.10	\$
Total for Section F:					\$

# Prescriptive HVAC & mechanical equipment application

## Section 5: Equipment Information, continued

### G. Advanced rooftop controls (ARC)

- Must be installed in existing space. Not eligible for new buildings or install on new HVAC equipment.
- Must include VFD (when supply fan is  $\geq 5$ HP), air side economizer, and DCV.
- Economizer must reset minimum position to eliminate outside air for ventilation during unoccupied periods.
- Cannot be combined with rebate for DCV or VFD on HVAC when installed on the same unit.
- Multi-zone systems must be processed through the Custom program.

Heating System Type	Install Date (mm/dd/yy)	Make	Model	Cooling Capacity (tons)	Incentive (Cooling Capacity tons)	Total Incentive
Electric Heat					\$200	\$
Air Source Heat Pump					\$200	\$
Gas Heat					\$130	\$
Total for Section G:						\$

### H. Water heaters

- Water heater must be electric.
- Equipment must be AHRI listed.
- Eligible for retrofit.
- Eligible for new construction.

Description	Install Date (mm/dd/yy)	Make	Model Number	Serial Number	Uniform Energy Factor	Incentive	Total Incentive
Heat Pump with tank						\$500.00	\$
Heat Pump without tank						\$500.00	\$
Total for Section H:							\$



# Prescriptive HVAC & mechanical equipment application

## I. Variable frequency drives on HVAC

- Must be ≤ 75 HP. Cooling Tower Fan applications must be ≤ 7.5HP. Drives over these maximums must be processed through the Custom program.
- Cannot replace existing/failed VFD.
- VFDs must operate ≥ 1,500 hours annually to be eligible.

Description	Install Date (mm/dd/yy)	Make	Model Number	Serial Number	Rated Capacity of Motor Controlled	Incentive	Total Incentive (HP x Incentive)
Hot Water Pump					HP	\$90.00	\$
Chilled Water Pump					HP	\$90.00	\$
Cooling Tower Fan					HP	\$90.00	\$
Constant Volume Fan					HP	\$90.00	\$
Air Foil/Backward Incline Fan With Inlet Guide Vanes					HP	\$90.00	\$

### Section 5: Equipment Information, continued

Description	Install Date (mm/dd/yy)	Make	Model Number	Serial Number	Rated Capacity of Motor Controlled	Incentive	Total Incentive (HP x Incentive)
Forward Curved Fan With Discharge Dampers					HP	\$90.00	\$
Forward Curved Fan With Inlet Guide Vanes					HP	\$90.00	\$

Total for Section I: \$

## J. Variable frequency drives (VFD) on compressor

- Eligible for new construction.
- Eligible for retrofit.
- Air compressors purchased or installed for back-up or redundant systems do not qualify.
- Replacement of existing VFD compressor is not eligible.
- Adding a VFD compressor to a system that already includes a VFD compressor does not qualify.
- Limited to one VFD compressor per compressed air system.
- System and demand conditions requiring the air compressor to be loaded constantly above 80 percent or constantly loaded below 30 percent are not eligible for this incentive.
- Installed compressor must be ≤ 200 HP.

Description	Install Date (mm/dd/yy)	Compressor Make	Compressor Model Number	Compressor Serial Number	Number of Shifts	Rated HP of Compressor Controlled	Incentive	Total Incentive (HP x Incentive)
VFD on Compressor					<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4+	HP	\$95.00	\$

Total for Section J: \$

# Prescriptive HVAC & mechanical equipment application

## Section 5: Equipment Information, continued

## K. Compressed air – other

- Compressed air system must operate 2,000 hours per year to be eligible.
- It should not include backup compressors.
- Low-pressure filter is eligible for retrofit.
- Low-pressure drop filter with pressure drop should not exceed 1 psid when new and 3 psid at element change.
- Compressor motor nominal horsepower should include the total horsepower of compressors that normally run through the filter.
- Eligible for new construction.

Description	Install Date (mm/dd/yy)	Make and Model Number	Existing Compressor Control Type	Number of Shifts	Compressor Motor Nominal Horsepower	Incentive	Total Incentive
Compressed Air – Low- Pressure Drop Filter			<input type="checkbox"/> Reciprocating – On/Off <input type="checkbox"/> Reciprocating – Load/Unload <input type="checkbox"/> Screw – Load/Unload <input type="checkbox"/> Screw – Inlet Modulation <input type="checkbox"/> Screw – Inlet Modulation w/ Unloading <input type="checkbox"/> Screw – Variable Displacement <input type="checkbox"/> Screw – VFD <input type="checkbox"/> Unknown	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4		\$8.75 per HP	\$
Compressed Air – No-Loss Condensate Drain/Valve			<input type="checkbox"/> Reciprocating – On/Off <input type="checkbox"/> Reciprocating – Load/Unload <input type="checkbox"/> Screw – Load/Unload <input type="checkbox"/> Screw – Inlet Modulation <input type="checkbox"/> Screw – Inlet Modulation w/ Unloading <input type="checkbox"/> Screw – Variable Displacement <input type="checkbox"/> Screw – VFD <input type="checkbox"/> Unknown	N/A	N/A	\$500.00 per drain/ valve	\$
Total for Section K:							\$

# Prescriptive HVAC & mechanical equipment application

## Section 6: Terms and Conditions

These Standard Terms and Conditions for Participating Customers and the application (collectively, the “**Agreement**”) are made and entered into by and between the Program implementer, CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“**CLEAResult**”), and Customer for the purpose of evaluating and installing energy efficient measures (“**EEM**”) under the Program funded by AES Indiana (“**AES Indiana**”). CLEAResult and Customer may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.” The Parties acknowledge and agree that the state regulatory governing body (the “**PUC**”), AES Indiana are third party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. ACCESS AND PARTICIPATION.** Customer agrees to support CLEAResult and assign a representative to facilitate services provided under this Agreement. Customer acknowledges its intent to install EEM using Program incentives and agrees that any EEM received directly will be installed within 90 days of receipt. Customer agrees to allow CLEAResult to access its facilities, energy use and cost information for the purposes of implementing this Agreement. If Customer is a tenant, Customer represents that by signing this document they have obtained the property owner's permission to install EEM under this Agreement. Customer agrees not to use the name or identifying characteristics of AES Indiana or its contractors for any advertising, sales promotion, or other publicity of any kind. Customer also confirms that it has not and will not receive rebates, incentives or services for any measures installed under this Program from another program funded by AES Indiana. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by AES Indiana.
- 2. ELIGIBILITY.** AES Indiana determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period. Customer agrees to install all EEM provided by CLEAResult under this Program; provided, however, that if Customer does not install all EEM, then it shall return any uninstalled EEM to CLEAResult.
- 3. INCENTIVE PAYMENT.** Customer acknowledges that incentives will be paid by AES Indiana only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of AES Indiana's energy efficiency programs for the same measure(s). Customer understands that AES Indiana, in its sole discretion, may withhold incentive payments committed to Customer if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. Customer acknowledges that the incentive amount may not exceed the cost of the EEM.
- 4. AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow CLEAResult, AES Indiana and the PUC to access its facilities for the purpose of confirming Customer's participation in the Program, inspecting installed EEM, and verifying the energy savings achieved through the Program. Customer agrees to cooperate with CLEAResult, AES Indiana and the PUC, as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring results within the timeframe provided by the Program. Customer understands that any incentives may be withheld if Customer refuses to participate in any required verification within a reasonable period. Customer verifies that all EEM is installed in accordance with all applicable federal, state and local laws and manufacturer's specifications.
- 5. CONFIDENTIALITY.** CLEAResult shall keep Customer information confidential. Only AES Indiana and the PUC shall be granted access to Customer data as needed or required. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer's written approval.
- 6. NO WARRANTY.** CLEAResult, AES Indiana AND THE PUC MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY EEM INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER THE PUC, AES INDIANA, NOR CLEAResult SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES INSPECTED WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.
- 7. INDEMNIFICATION; LIMIT ON LIABILITY.** TO THE EXTENT ALLOWED BY LAW, CUSTOMER AGREES TO INDEMNIFY THE PUC, AES INDIANA AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EEM. NEITHER THE PUC, AES INDIANA, CLEAResult, NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.

# Prescriptive HVAC & mechanical equipment application

## Section 6: Terms and Conditions, continued

8. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Indiana, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.

Applicants who provide their Social Security Number as their Federal Tax Identification Number for tax purposes must consent to release this information to AES Indiana's third-party administrator. The third-party administrator is responsible for mailing the 1099-form at the end of the calendar year for tax filing. Authorized agents for AES Indiana and the third-party administrator have signed a confidentiality agreement to protect your personal information. By signing below, you hereby consent to AES Indiana disclosing your personal information including your Social Security Number to AES Indiana's third-party administrator for the purposes of administering this program.

## The following certifications are required

Under penalties of perjury, I certify that:

1. The number shown on this form is the correct Federal Taxpayer Identification Number.
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, (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.

The signatory agrees that the stated energy-efficient measure(s) was (were) completed or installed at the location listed in Section 1 as part of the AES Indiana Business Rebates & Incentives Program. I have read and agree to the Terms and Conditions within this application. To the best of my knowledge, the statements made on this application are correct, and I have submitted the appropriate supporting documentation to receive a rebate payment.

I certify that this premise is served by AES Indiana, that the information provided herein is accurate and complete, and that I have purchased and installed the high-efficiency equipment (indicated herein) for the business facility listed herein and not for resale. Attached is an itemized invoice for the indicated installed equipment. I understand that the proposed rebate payment from AES Indiana is subject to change based on verification and AES Indiana's approval. I agree to AES Indiana's verification of both the sales transaction and equipment installation, which may include a site inspection from an AES Indiana representative or an AES Indiana authorized agent. I understand that I am not allowed to receive more than one rebate/incentive from AES Indiana on any piece of equipment. I also understand that my participation in the program may be taxable and that my company is solely responsible for paying all such taxes. I hereby agree to indemnify, hold harmless, and release AES Indiana and its affiliates from any and all actions or claims in regard to the installation, operation and disposal of equipment (and related materials) covered herein including liability from incidental or consequential damages. AES Indiana does not endorse any particular manufacturer, product, or system design within these programs; does not expressly or implicitly warrant the performance of installed equipment (contact your contractor for details regarding equipment warranties) and is not liable for any damage caused by the installation of the equipment nor for any damage caused by the malfunction of the installed equipment.

*Rebates are subject to change and may be discontinued at the sole discretion of AES Indiana. Rebate funds are limited and available on a first-come, first-served basis. Eligible customers may receive a rebate for each eligible piece of equipment installed. Equipment must be installed and in operation to be eligible for rebate.*

*I have read and hereby agree to the AES Indiana Business Rebates & Incentives Program Requirements, Terms and Conditions, and Certification(s) as stated in this application form.*

Customer Signature	Print Name	Date
Payee Signature (if Payee is Trade Ally or Third-Party Rebate Administrator)	Print Name	Date

