

This incentive application is available for projects purchased, installed or completed on or after April 12, 2010.

Before you begin!

**Ensure your eligibility**

Qualifying customers are outlined in the Terms and Conditions on the last page.

**Review all Terms and Conditions**

Terms and Conditions located on last page.

**Purchase qualifying products or services**

Visit [pacificpower.net/hes](http://pacificpower.net/hes) or call 1-800-942-0281 for a list of qualifying products.

**Keep in mind:**

- **Review the Incentive Application**

Review your Incentive Application form with your builder. They can aid you in finding qualifying products, required documentation and completing your application.

- **90-day submission deadline**

Completed form and itemized receipt must be received within 90 days of certification of occupancy to meet eligibility criteria.

- **Fill everything out in four easy steps!**

All form fields are required unless noted as optional. Incomplete applications and applications not including required documentation may result in denied or delayed incentives.

- **Application assistance**

Call 1-800-942-0281 for answers to any questions you have about your application or incentive.

- **Make a copy**

After completing your Incentive Application, make and keep a copy for your records.

- **Check delivery**

Incentive checks are issued within 45 days of receipt of your completed and approved Incentive Application.

## 1 Builder information

Builder name \_\_\_\_\_ Daytime phone ( \_\_\_\_\_ ) \_\_\_\_\_

Mailing address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-mail address (optional) \_\_\_\_\_  E-mail is the best way to contact me  
(E-mail policy located in Terms and Conditions)

## 2 Site information (all fields are required unless noted as optional)

Subdivision \_\_\_\_\_ Lot # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Pacific Power account number\* \_\_\_\_\_ \*Found on Pacific Power Service Line Agreement (Sign-up).

## Site information, continued

Estimated completion date: _____		Total building square footage: _____		Number of stories: _____	
Central A/C: <input type="checkbox"/> Yes <input type="checkbox"/> No		Basement: <input type="checkbox"/> None <input type="checkbox"/> Full <input type="checkbox"/> Partial		Hot water system: <input type="checkbox"/> Storage <input type="checkbox"/> Tankless	
Total conditioned square footage: _____		Duct location <input type="checkbox"/> Supply _____ <input type="checkbox"/> Return _____		Total duct leakage: _____ CFM	
Subcooling +/- 3 degrees manufacturer's listed values: <input type="checkbox"/> Yes <input type="checkbox"/> No		CFM per ton: _____		Manual J sizing or equivalent: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Primary heat source:</b> <input type="checkbox"/> Electric furnace <input type="checkbox"/> Electric heat pump <input type="checkbox"/> Natural gas furnace <input type="checkbox"/> _____		<b>Cooling source:</b> <input type="checkbox"/> Central air conditioner <input type="checkbox"/> Heat pump <input type="checkbox"/> _____		<b>Dryer heat type:</b> <input type="checkbox"/> Electric <input type="checkbox"/> Natural gas <input type="checkbox"/> _____	
		<b>Water heat fuel:</b> <input type="checkbox"/> Electric <input type="checkbox"/> Natural gas <input type="checkbox"/> Propane <input type="checkbox"/> _____		<b>Window type:</b> <input type="checkbox"/> Wood clad <input type="checkbox"/> Metal clad <input type="checkbox"/> Vinyl <input type="checkbox"/> _____	
<b>How many homes have you built this year? (optional)</b> <input type="checkbox"/> 1 - 2 <input type="checkbox"/> 3 - 4 <input type="checkbox"/> 5 - 6 <input type="checkbox"/> 7 +		<b>Of the homes you have built, how many were ENERGY STAR®? (optional)</b> <input type="checkbox"/> 1 - 2 <input type="checkbox"/> 3 - 4 <input type="checkbox"/> 5 - 6 <input type="checkbox"/> 7 +		<b>What is your primary motivation for building an energy-efficient home? (optional)</b> <input type="checkbox"/> Customer demand <input type="checkbox"/> Available incentives <input type="checkbox"/> Market differentiation <input type="checkbox"/> Added value for home buyer	
				<b>How did you hear about the Home Energy Savings program? (optional)</b> <input type="checkbox"/> Online search <input type="checkbox"/> Friend/referral <input type="checkbox"/> Retailer sales staff <input type="checkbox"/> TV/Radio ad <input type="checkbox"/> Print ad	

### 3 New homes incentive (Builder incentive eligibility is based on program evaluation of supporting documentation per equipment type)

All equipment below must be installed at minimum efficiency requirements to qualify for the incentive	Minimum efficiency requirements	Electrically heated homes \$1500 incentive	Required documents
<input type="checkbox"/> Continuous wall insulation	R-5	×	<input type="checkbox"/> County permit records <input type="checkbox"/> Title 24 compliance records <input type="checkbox"/> Proof of payment <input type="checkbox"/> Invoice <input type="checkbox"/> NFRC stickers
<input type="checkbox"/> Dishwasher	EF 0.72	×	
<input type="checkbox"/> Ducts	In conditioned space	×	
<input type="checkbox"/> Framing	Intermediate	×	
<input type="checkbox"/> Heat pump	8.5 HSPF	×	
<input type="checkbox"/> Heel trusses	Raised	×	
<input type="checkbox"/> Windows	U-factor 0.30; SHGC 0.30	×	

## 4 Acceptance of terms

I hereby certify that all information is accurate including claims of customer and equipment information. I have read all terms on the reverse of this application and acknowledge that Pacific Power may verify all the information provided.

Applicant signature \_\_\_\_\_ Date \_\_\_\_\_

## How to receive your incentive

1. Purchase and install a qualified product or service. For questions about what products or services qualify, visit [pacificpower.net/hes](http://pacificpower.net/hes) or call 1-800-942-0281.
2. Please complete all of the information requested on this form. Incomplete forms may be delayed or denied.
3. Review and sign the acceptance of terms. Make a copy for your records.
4. Mail completed form with all required documentation within 90 days of certification of occupancy to:

**Pacific Power – Home Energy Savings program**  
**1400 SW Fifth Avenue, Suite 700, Portland, OR 97201**

## Terms and conditions

### Applicant agrees to:

1. The terms specified in the Home Energy Savings New Homes program application.
2. Construct homes that meet all Home Energy Savings New Homes program performance specifications
3. Ensure all energy-efficient features installed in homes meet program incentive requirements.
4. Notify the Program Administrator in writing prior to construction of any changes that will affect the number of homes, energy use, performance of the units and/or incentive levels covered by this application. In every case, applicant agrees to make this notification before applying for the incentive payment for affected units. If equipment is returned after incentive is paid, Program Administrator will be reimbursed the incentive with penalty including associated legal and/or collection related costs.
5. Permit and ensure Program Administrator representatives access to each home, prior to occupancy, to verify installation of measures.
6. Not refer to any home as ENERGY STAR qualified.
7. Indemnify Pacific Power, its Program Administrators, affiliates, subsidiaries, parent company, officers, directors, agents and employees against all loss, damage, expense and liability resulting from injury to, or death of persons; and against all injury to property arising out of, or in any way connected with, the performance of this Agreement. Applicant shall, at Pacific Power and Portland Energy Conservation, Inc.'s (PECI's) request, defend any suit asserting a claim covered by this indemnity.
8. Make good-faith efforts to promote the Home Energy Savings New Homes program, features and benefits by incorporating program messages into marketing and sales materials and tactics.
9. Refrain from stating or implying to dwelling occupants or others that it is an agent, employee or representative of Pacific Power, Home Energy Savings New Homes program or PECO.
10. Comply with all of the Home Energy Savings New Homes Program on-site installation and verification requirements.
11. Applicant agrees to allow the Program Administrator to use applicant's name in any advertising and promotional activities conducted as part of the Home Energy Savings New Homes program's advertising.
12. Applicant agrees to provide to Program Administrator a good-faith forecast of the number of homes that qualify for incentives in the Pacific Power service area that applicant is reasonably likely to construct by December 31, 2010.

### Additional terms:

1. All equipment must be new and must be purchased and installed prior to submitting an Incentive Application and must have been purchased and installed after January 1, 2010. Applications must include all information requested. Failure to provide this information may result in the delay or denial of the incentive. Invoices or receipts are required for each measure except whole home certifications.
2. If this Agreement is terminated for any reason, Pacific Power and the Program Administrator shall not be liable to the applicant for damages or compensation of any kind.
3. Pacific Power and the Program Administrator reserve the right to determine eligibility for the life of this Agreement.
4. Pacific Power and the Program Administrator make no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this Agreement, and expressly disclaims any such

## Terms and conditions, continued

- representation, warranty or liability. Applicant agrees to indemnify Pacific Power, its Program Administrator, affiliates, subsidiaries, parent company, officers, directors, agents and employees against all loss, damage, expense and liability arising from any measures installed.
5. This Agreement shall remain in effect until December 31, 2010, and may be extended at Pacific Power's discretion.
  6. Homes covered under this application must fully meet program requirements and required data must be submitted to the Program Administrator prior to December 31, 2010 to be considered for payment.
  7. Both funding and the conditions of the program are subject to the jurisdiction of the California Public Utilities Commission (CPUC) and shall be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction. If there are changes in the program, the Program Administrator will endeavor; but cannot guarantee, to provide a reasonable period of time before changes go into effect.
  8. Applicant understands that should the Home Energy Savings New Homes program be modified in any way or terminated by order of any government entity, this Agreement shall be revised or terminated consistent with that order.
  9. In the event the CPUC withdraws its approval of the Home Energy Savings New Homes program or the Program Administrator is unable to recover the cost from public goods funds, the Program Administrator may terminate this Agreement upon 30 days prior written notice, provided that the Program Administrator shall be required to pay incentives with respect to the required program measures installed and approved before such notice. All applications are subject to the Program Administrator's verification of eligibility and compliance with Supplemental program descriptions and requirements to applicant. The Program Administrator retains final authority to calculate incentive payments under this Agreement.
  10. Neither the Program Administrator nor applicant may assign this Agreement, except that applicant or Program Administrator may assign this Agreement to an affiliated company of such assignor. However, such assignment shall not release assignor from the terms herein.
  11. Neither party shall be responsible for any special, incidental, or consequential damages, except in case of gross negligence or criminal or fraudulent acts in the performance of this Agreement.
  12. No language in the Agreement shall be construed to make the parties legal business partners, joint ventures, representatives or agents of each other; nor shall either party so represent such to any third party.
  13. Program Administrator represents, and applicant acknowledges, that PECL is an independent contractor with respect to Pacific Power and the Program, and that PECL is not authorized to make representations or incur obligations on behalf of Pacific Power. Applicant further acknowledges that Pacific Power is not a party to this Agreement and PECL and applicant are solely responsible for performance hereunder. Applicant agrees that Pacific Power is a third-party beneficiary of this Agreement and, as such, may rely on the representations made herein by applicant and enforce applicant's obligations hereunder to the extent the same are applicable to Pacific Power.
  14. Applicant agrees upon three calendar days' prior verbal notice, to provide Pacific Power, Program Administrator, and any independent measurement and verification person selected by the California Public Utilities Commission with full and complete access to any Program home for any purpose related to the Program. Access shall be in compliance with the applicant's reasonable access requirements.
  15. APPLICANT ACKNOWLEDGES THAT ANY REVIEW, INSPECTION OR ACCEPTANCE BY PACIFIC POWER OF ANY PROGRAM HOME OR OF THE DESIGN, CONSTRUCTION, INSTALLATION, OPERATION OR MAINTENANCE OF THE HOME IS SOLELY FOR THE INFORMATION OF PACIFIC POWER AND THE PROGRAM ADMINISTRATOR AND THAT, IN PERFORMING ANY SUCH INSPECTION OR REVIEW OR IN ACCEPTING THE HOME, THE PROGRAM ADMINISTRATOR MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, CAPABILITY, SAFETY OR RELIABILITY OF THE HOME OR ITS CONSTRUCTION BY APPLICANT.
  16. UNDER NO CIRCUMSTANCES SHALL PROGRAM ADMINISTRATOR OR PACIFIC POWER BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES OR ECONOMIC LOSSES ARISING OUT OF ANY CLAIM, DEMAND OR ACTION BROUGHT WITH RESPECT TO THIS AGREEMENT.
  17. Acceptance of this agreement is subject to approval by Pacific Power and Pacific Power may decline to accept due to constraints on funding or for any other reason under Pacific Power's discretion.
  18. Applicant agrees to transfer to Pacific Power all "Environmental Attributes" attributable to the Qualifying Equipment or its operation. Environmental Attributes include any and all credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, resulting from the avoidance of the emission of any substance to the air, soil or water at or by PacifiCorp generating facilities, through reduced generation of energy or other savings or offsets on account of the Qualifying Equipment or otherwise. Applicant will not claim ownership of any Environmental Attributes. As long as applicant at the same time states the Qualifying Equipment was made possible with funding from Pacific Power, applicant may claim that it is facilitating the production of the Environmental Attributes attributable to the Qualifying Equipment.
  19. The Pacific Power Home Energy Savings program does not share your e-mail address or contact information. If you chose to provide your e-mail address and indicate that you wish to be contacted via e-mail, you may receive program correspondence electronically.

### Pacific Power – Home Energy Savings program

1400 SW Fifth Avenue, Suite 700, Portland, OR 97201

phone 1-800-942-0281 • fax 1-800-687-6176 • pacificpower.net/hes