



## APPLICATION REQUIREMENTS

- Applications must be filled out completely and legibly, and must be uploaded in the contractor portal before the installation of the equipment.
- Applications will be processed on a first-come, first-served basis. Projects that receive program approval before the purchase and installation of equipment will have funds reserved for a limited period of time.
- The Program reserves the right to verify all projects, regardless of incentive level, via on-site inspection or data logging to verify energy savings.

## OFFER DETAILS AND RULES - LIGHTING

- Participating Contractors will provide material and labor for the replacement of existing lighting technologies with new items such as LEDs. All LED lamps and fixtures must be listed by ENERGY STAR® or Design Lights Consortium (DLC) to qualify and be approved by Hawai'i Energy.
- Participating Contractors must dispose of all materials according to the requirements of applicable laws and regulations.
- Prices include all taxes, fees and permits as required by work performed. Incentive amounts are listed under Appendix E of the Energy Advantage Contractor Application.
- Any changes to the scope of work (due to field conditions, etc.) after the contract is signed that increase costs more than 5% must be approved in writing by the Customer.
- Projects approved by Hawai'i Energy that have not been implemented after six (6) months since the date approved are at risk of being canceled by Hawai'i Energy to allow the applicant to pursue the project with a different participating contractor if desired.

## FEDERAL TAX ID OF APPLICANT

As part of the incentive application process, Hawai'i Energy is required to comply with IRS reporting requirements. In order for the program to meet these requirements, you will need to submit IRS form W-9 with your application. It is understood that based on your tax status and rebate amount, you may receive IRS Form 1099 from Hawai'i Energy showing tax eligible rebate/incentive amounts.

## APPLICATION SUBMISSION AND REVIEW

- An application may be completed as soon as project funding and/or authorization are secure.
- Worksheets must be filled out with the best known project scope and may be adjusted after submission by contacting Hawai'i Energy. Applicant may purchase and install equipment that meets or exceeds the efficiency requirements on the worksheet. Itemized invoice and equipment specification sheets must be included.
- Applications requesting program approval prior to the purchase and installation of equipment will be notified by the Program once review is complete and funds have been reserved.
- Applications and supporting documents will be reviewed by Program staff who may conduct an on-site inspection to verify the installation of eligible equipment. Upon receipt and verification of all required documentation, an incentive check will be issued. Please allow 6 to 8 weeks for processing.
- Application and all supporting documents must be submitted in the contractor portal.

## REFERRAL PERKS

A customer who participates in the Energy Advantage program may refer other eligible customers to participate. If the referred customer successfully participates in this program and completes an Energy Advantage project by June 30, 2024, the customer who referred them will be emailed a \$100 gift card from Hawai'i Energy. Customers who participate in Energy Advantage are emailed a referral number to share when their Energy Advantage project is complete. Referred customers can input the referral information on their own project application. Contractors are not eligible to receive this benefit.

## QUESTIONS

For questions, call the Business Program at 839-8880 (O'ahu) or toll-free at (877) 231-8222 (Neighbor Islands).



# Hawai'i Energy ENERGY ADVANTAGE

## ENERGY ADVANTAGE PROGRAM INCENTIVE APPLICATION

EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2024 OR WHILE FUNDING LASTS.

### FILL OUT UTILITY ACCOUNT INFORMATION WHEN EQUIPMENT IS INSTALLED (ALL FIELDS MUST BE COMPLETED)

Small Business Name:	Account Name on Utility Statement:	Account Number:	Contract Number:
Installation Address:	City:	State:	Zip:
Account Holder:	Title:	Phone:	Email:
Account Holder Mailing Address	City:	State:	Zip:
Small Business Contact:	Title:	Phone:	Email:
Small Business Mailing Address:	City:	State:	Zip:

### CLEAN ENERGY ALLY/INSTALLING COMPANY INFORMATION

Company:	Contact/Title:
Mailing Address:	
Phone:	Email:

### COMPLETE PROJECT DETAILS

Estimate Identifier:	Project:			
Equipment Installed at Service Address is Used for This Type of Operation:				
<input type="checkbox"/> Arts	<input type="checkbox"/> Financial and Insurance	<input type="checkbox"/> Health Care	<input type="checkbox"/> Professional Services / Offices	<input type="checkbox"/> Retail Trade
<input type="checkbox"/> Construction / Trades	<input type="checkbox"/> Government	<input type="checkbox"/> House of Worship	<input type="checkbox"/> Real Estate and Leasing	<input type="checkbox"/> Multi-Family
<input type="checkbox"/> Educational Services	<input type="checkbox"/> Grocery	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Restaurants / Food Services	
Project Sq. Ft.	Estimated Project Cost (including labor): \$	Anticipated Project Start Date:	Anticipated Project Completion Date:	

### SIGN AND DATE

I have read, understand and agree to the Terms and Conditions, as well as the application procedure detailed on this application. I am submitting the Tax Form W-9 to Hawai'i Energy in addition to this application. I further understand that the Hawai'i Energy Program will mail applicants and report to the Internal Revenue Service (IRS) all applicable incentive payments on the IRS Form 1099. I am further advised to consult my tax advisor concerning the taxability of the incentive. The Hawai'i Energy Program is not responsible for any taxes that may be imposed on me or my business as a result of my receipt of this incentive.

By signing this document, you are declaring that **Hawai'i Energy is authorized to direct the Incentive payment to the Clean Energy Ally** as listed above. **I understand Incentives are not guaranteed**, available on a first-come, first-served basis and subject to the availability of funds without notice.

ACCOUNT HOLDER NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SMALL BUSINESS OWNER NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(if different from Account Holder Name)

CONTRACTOR NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### REFERRAL INFORMATION

Referred By:	Referral Number:
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# Hawai'i Energy ENERGY ADVANTAGE

## ENERGY ADVANTAGE PROGRAM INCENTIVE APPLICATION

EFFECTIVE JULY 1, 2023 THROUGH JUNE 30, 2024 OR WHILE FUNDING LASTS.

### Hawai'i Energy Terms and Conditions

#### 1) Incentives:

Subject to these Terms & Conditions, Hawai'i Energy (the Program) will pay incentives for the installation of qualified and verified Energy Efficiency Measures (EEM) that meet eligibility.

#### 2) Eligibility:

- a. **"Applicant"** is a commercial rate schedule account holder of an electric utility on the island of Hawai'i, Lāna'i, Maui, Moloka'i or O'ahu that contributes into the Public Benefit Fund (PBF) where the electricity-saving EEM has been installed. Incentives are awarded only to an eligible account holder. The Account Holder can reassign the incentive payment to the trade ally or designated third party. Applicants are ultimately responsible for the compliance with these terms and conditions.
- b. **"Qualifying EEMs"** are those electricity-saving Energy Efficiency Measures (EEMs) that are identified in the Program applications and associated materials for the various Standard/Prescriptive and Custom Incentives. Unless explicitly approved before installation by the Program, all installed equipment must be new, meet Program specification requirements and be fully in operation prior to the incentive being paid.
- c. Incomplete and/or unsigned applications will be returned unprocessed.
- d. For completed projects, a completed application, worksheets, invoices and other support documents must be received within six (6) months of the installation date/invoice date to be considered for incentive.

#### 3) Installation Verification and Data Collection:

- a. The Program may conduct an inspection of the facility to verify pre-installation conditions or confirm installation prior to incentive payment, at any time after receipt of the application and up to five (5) years after the payment of incentive.
- b. The Applicant must provide reasonable access to the facility, the installed equipment, and related documentation and data needed to verify the application.
- c. The Program may install metering devices on EEMs for program data collection, measurement and verification purposes.

#### 4) Compliance:

The Applicant is responsible to abiding by all applicable laws, rules and regulations, and complying with all federal, state, and local codes.

Applicant agrees that if the EEM specified in this application is not still in full effect for a period of five (5) years, it will return to Hawai'i Energy the prorated portion of the incentive dollars based on the expected life (as determined by Hawai'i Energy) of the measure for which incentives were provided.

#### 5) Program Availability:

Payment of rebates is not guaranteed and is subject to the availability of funds.

#### 6) Publicity:

Applicant gives Hawai'i Energy and its administrator Leidos, Inc. permission to use Applicant's name, likeness, image, voice, and/or appearance, as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of Hawai'i Energy activities. I agree that the Hawai'i Energy program and Leidos, Inc. have complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose consistent with the Hawai'i Energy program's mission. These uses include, but are not limited

to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet.

Applicant acknowledges that they will not receive any compensation, etc. for the use of such pictures, etc., and hereby release the Hawai'i Energy program and Leidos, Inc. and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.

#### 7) Disclaimers:

- a. The Program is not responsible for any tax liability imposed on the Applicant as a result of the payment of any incentive. The Program is not responsible for obtaining any missing information, signatures, invoices or going to the installation site or contacting the Applicant to inform Applicant of incomplete or missing documentation.
- b. The Program does not expressly or implicitly warrant the performance of installed equipment, the quality of any contractor's work, or that the EEM will result in any energy or cost savings.
- c. The Program is not responsible for the proper disposal or recycling of any waste generated as a result of this project.
- d. The Program does not endorse any particular market provider, trade ally, manufacturer, product, laborer or system design by offering this Program.
- e. **The Program does not guarantee that funding will be available for payment of incentives** until this application has been verified and approved by Hawai'i Energy. Submission of the application does not warrant payment under any circumstances should the application not be approved or funding is not available.
- f. Applications for certain Qualifying EEMs require written pre-approval from the Program. See application/worksheets for details.

#### 8) Indemnification and Limits of Liability:

- a. Applicant will indemnify, defend, and hold harmless the Program and its administrator Leidos, Inc. and the Program's and State of Hawai'i's agents, contractors, employees, officers and directors from any and all liability, claims, loss, damage, death or injury including reasonable attorneys' fees and costs, arising out of or relating to the field or site inspection, installation, use and maintenance of the equipment, designs, practices or methods involved in the Applicant's project.
- b. In no event shall either the Program, or any other indemnified party be liable for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this agreement, regardless of the legal theory under which such damages are sought.

#### 9) Federal Tax ID of Application:

Applicant must submit to Hawai'i Energy the IRS Form W-9 with their application for processing of the IRS Form 1099 (most current version from IRS website and dated in the current year). It is understood that Hawai'i Energy may forward a copy of the IRS Form 1099 to the applicant at the end of the calendar year, should IRS Form 1099 apply.

#### 10) Entire Agreement:

The entire agreement between the Applicant and the Program is composed of an approved, fully-executed application, and, as applicable, attachments to the application and/or worksheet, pre-installation approval letters, invoices, receipts and any and all such other documentation as required by the Program.