

Skip the form and complete your application online at <https://dukeenergyefficiency.secure.force.com/onlineportal/>

Questions? Call 866.380.9580 or visit [duke-energy.com/SaveMoney](http://duke-energy.com/SaveMoney).

Prequalification     New Application     Existing Application #:

**1. Contact Information**

Duke Energy Customer			
Customer Company Name <sup>1</sup>		Contact Name	<input type="checkbox"/> Customer's Agent <sup>2</sup>
Office Phone		Mobile Phone	
Email Address			
Duke Energy Account Number(s) for Installation Address <sup>3</sup>			
Installation Street Address			
City		State	ZIP Code

Equipment Vendor / Contractor / Architect / Engineer			
Company Name		Contact Name	
Office Phone		Mobile Phone	
Street Address			
City		State	ZIP Code
Email Address			

If Duke Energy has questions about this application, who should we contact?  Customer  Vendor<sup>4</sup>

**2. Payment Information**

Payment Information			
Who should receive rebate/incentive payment <sup>5</sup> ?	<input type="checkbox"/> Customer	<input type="checkbox"/> Vendor (customer must sign authorization on page 11)	
Payment Mailing Address			
City		State	ZIP Code
Provide Tax ID number and W-9 (most recent version) for payee	Payee Tax ID No.		

**3. Continue to the Section Applicable to your Equipment**

<input type="checkbox"/> Pages 2 - 7 Prescriptive Rebates Indicate if application is for: <input type="checkbox"/> Request for pre-qualification (optional), or <input type="checkbox"/> Application for Rebate Payment	<input type="checkbox"/> Pages 8 - 10 Important Terms & Conditions Customer and Vendor signatures required
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<sup>1</sup> Customer information should match the Duke Energy customer of record and W-9 form provided with this application. If the customer entity is a business affiliate of the Duke Energy customer of record, documentation must be provided that demonstrates the business affiliation.

<sup>2</sup> If an outside agent is acting on behalf of the Duke Energy customer of record, a letter of authorization on customer letterhead and signed by an authorized employee of the customer is required.

<sup>3</sup> For multiple accounts/locations, attach a list detailing accounts, installation addresses and equipment.

<sup>4</sup> If the vendor is the primary point of contact, the customer will still be copied on all application correspondence. If the customer does not wish to be copied, the customer must provide a signed letter of authorization on customer letterhead indicating an entity is acting as an agent for the customer. Duke Energy does not act as an agent.

<sup>5</sup> If payment is to be made to an entity other than the Duke Energy customer of record or the vendor, a payment waiver is required and will be provided for customer signature.

**Unless otherwise noted, Prescriptive rebates and incentives are capped at 75% of the customer's equipment cost.**

## Smart \$aver Prescriptive Rebates

Optional pre-qualification is available to confirm account and equipment eligibility for Prescriptive rebates. (Custom incentives require pre-approval in all cases.)

**Submit and track your application online at <https://dukeenergyefficiency.secure.force.com/onlineportal/>**

- Or email the completed, signed application with all required documents to [PrescriptiveIncentives@duke-energy.com](mailto:PrescriptiveIncentives@duke-energy.com) or fax to 866.908.4921.
- If you do not receive an acknowledgment email within one business day of submitting an application via online, email, or fax, please call 866.380.9580.

Complete all requested information. Check each box to indicate completion of the following program requirements:

- All sections of application
- Invoice with make, model number, quantity and equipment manufacturer<sup>6</sup>
- Tax ID number for payee
- W-9 for payee (2014 W-9 version or later is required)
- Customer/vendor agrees to terms and conditions

Installation Address Building Type – (check one)						
<input type="checkbox"/> Data Centers	<input type="checkbox"/> Elder Care/ Nursing Home	<input type="checkbox"/> Full Service Restaurant	<input type="checkbox"/> Lodging	<input type="checkbox"/> Public Order/ Safety	<input type="checkbox"/> Retail (big box)	<input type="checkbox"/> Warehouse
<input type="checkbox"/> Education/ K-12	<input type="checkbox"/> Fast Food Restaurant	<input type="checkbox"/> Health Care	<input type="checkbox"/> Office	<input type="checkbox"/> Religious Worship/ Church	<input type="checkbox"/> Retail (banking)	<input type="checkbox"/> Water/ Wastewater Facility
<input type="checkbox"/> Education Other	<input type="checkbox"/> Food Sales/ Grocery	<input type="checkbox"/> Industrial	<input type="checkbox"/> Public Assembly	<input type="checkbox"/> Retail (small box)	<input type="checkbox"/> Service	<input type="checkbox"/> Other

**Please refer to our Terms and Conditions on pages 8 – 10.**

In addition, the following eligibility requirements apply to all measures listed in this application:

- Replacement must be expected to result in energy savings to qualify.
- Equipment required to meet applicable energy codes are not eligible.
- Measures that refer to a qualified products list, such as Consortium for Energy Efficiency (CEE), ENERGY STAR®, Design Lights Consortium (DLC), must appear on the applicable list at the time of equipment purchase and within 90 days of submitting the rebate application.
- Measures that do not refer to a qualified products list, such as CEE, ENERGY STAR, DLC, require a specification sheet to be submitted with the rebate application, or on file with the Smart \$aver business program, for the exact model of equipment.
- Equipment must be served by Duke Energy electric service and installed in customer's facility.
- Used, rebuilt or rewound equipment is not eligible.
- All non-standard equipment should be applied for a Custom incentive.

**Smart \$aver Agricultural rebates are applicable to non-residential accounts only. The accounts must be of agricultural use. There are specific rules limiting which type of agricultural use qualifies for the rebates. Please read the requirements following each rebate offering within the application. For other non-residential accounts seeking energy efficient rebates, please use the Duke Energy Business Smart \$aver Prescriptive Rebate Application for general energy efficiency technologies.**

<sup>6</sup> Invoices should show the Duke Energy incentive credit to the customer as a line item when the incentive is to be paid to a Vendor. Applications for pre-qualification submit proposal/estimate instead of invoice.

**Unless otherwise noted, Prescriptive rebates and incentives are capped at 75% of the customer's equipment cost.**

## Smart \$aver Prescriptive Agricultural Equipment Rebates

**Rebates for the following Prescriptive measures are included in this application:**

1. LED Poultry Lights
2. Horticulture LED Lighting
3. High Efficiency Fans
4. Low Energy Livestock Waterers
5. Low Pressure Sprinkler Nozzles
6. Engine Block Heater Timers
7. Creep Heat Pad
8. Milk Vacuum Pump Variable Frequency Drive
9. Dairy Scroll Compressor
10. Dairy Heat Reclaimer
11. Dairy Plate Cooler

Note: If your project type is not listed under the measure for which you are applying, it is not eligible for Prescriptive rebates but could qualify for the Smart \$aver Custom Incentive Program.

<b>Project Type</b>	<b>Description</b>
Replace Failed	Replacing comparable equipment that has failed or is at end of life
Replace Early	Replacing comparable equipment that is still in working condition which will be disposed/recycled
New Existing	In lieu of new standard equipment that is being added to an existing facility
New Construction	In lieu of new standard equipment that is being added to a new facility/addition
Retrofit	Addition of a new efficiency component to existing equipment

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## 1. LED Poultry Lights

Make/Model Number	Annual Operating Hours	Project Type	Date Installed and Operable (mm/yy)	Rebate per Unit	Quantity	Equipment Cost (matches invoice)	Total Rebate Before Cap
		<input type="checkbox"/> Replace Failed <input type="checkbox"/> Replace Early <input type="checkbox"/> New Existing <input type="checkbox"/> New Construction		\$5.50/lamp			

- Agriculture-rated LED lights specifically for poultry and other domestic fowl applications.
- LED lamps must offer a reduction in wattage from the replaced fixture, be third party tested, UL listed, have a power factor (PF) ≥ 0.90, have a minimum lumen efficacy of 80 lumens per watt, have a minimum rated lifetime of 40,000 hours, and a minimum warranty of five years.
- This measure is applicable to poultry and broiler houses, turkey barns, hen laying facilities, and other domestic fowl applications. For other farm commodity's seeking lighting rebates, please use the Duke Energy Business Smart \$aver Prescriptive Rebate Application for general lighting energy efficiency technologies.
- Lighting circuits should be installed with a neutral wire that has the same size conductor as the line load.
- All fixtures must operate a minimum of 1,800 hours annually to be eligible.
- Except where otherwise noted, rebates will only be paid out for projects where number of lamps and fixtures installed equals' number of lamps and fixtures removed.

## 2. Horticulture LED Lighting

Select One	Measure Description	Rebate per unit	Enter Quantity	Total Rebate Before Cap
<input type="checkbox"/>	Non-Stacked Indoor LED, 400 watts or less	\$175/fixture		
<input type="checkbox"/>	Non-Stacked Indoor LED, 700 watts to 401 watts	\$250/fixture		
<input type="checkbox"/>	Supplemented Greenhouse LED, 250 watts or less	\$75/fixture		
<input type="checkbox"/>	Supplemented Greenhouse LED, 400 watts to 251 watts	\$80/fixture		
<input type="checkbox"/>	Supplemented Greenhouse LED, 700 watts to 401 watts	\$125/fixture		

Enter Equipment Make/Model and additional required information:

Lamp Make & Model Number	Make/Model Number (matches spec sheet)	Project Type	Replaced Fixture Type (if applicable)	Annual Hours of Operation	Equipment Cost per Unit (matches invoice) excluding labor	Date Installed and Operable (mm/yy)
		<input type="checkbox"/> Replace Failed <input type="checkbox"/> Replace Early <input type="checkbox"/> New Existing <input type="checkbox"/> New Construction				
		<input type="checkbox"/> Replace Failed <input type="checkbox"/> Replace Early <input type="checkbox"/> New Existing <input type="checkbox"/> New Construction				

- LED luminaire must be listed on DLC's Horticultural Qualified Products List

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### 3. High Efficiency Fans – Agricultural Use

Select One	High Efficiency Fan Size	Minimum Efficiency Requirement	Rebate per unit	Quantity	Total Rebate Before Cap
<input type="checkbox"/>	High Efficiency Fan 14-23 inches	10.5 CFM/Watt	\$82.50/unit		
<input type="checkbox"/>	High Efficiency Fan 24-35 inches	14.4 CFM/Watt	\$99.00/unit		
<input type="checkbox"/>	High Efficiency Fan 36-47 inches	17.4 CFM/Watt	\$110.00/unit		
<input type="checkbox"/>	High Efficiency Fan 48-61 inches	20.3 CFM/Watt	\$123.00/unit		

Enter Equipment Make/Model and additional required information:

Make/Model Number (matches spec sheet)	Annual Operating Hours	Project Type	Equipment Cost per Unit (matches invoice)	Date Installed and Operable (mm/yy)
		<input type="checkbox"/> Replace Failed <input type="checkbox"/> Replace Early <input type="checkbox"/> New Existing <input type="checkbox"/> New Construction		

- High Efficiency Fans must have 2,000 annual run hours or more.
- Specification sheet for qualifying fans must show the minimum efficiency or greater CFM/W at 0.10" static pressure.
- The range in inches refers to the size of the fan in terms of its diameter in inches.

### 4. Low Energy Livestock Waterers

Make/Model Number	Annual Operating Hours	Project Type	Date Installed and Operable (mm/yy)	Rebate per Unit	Quantity	Equipment Cost (matches invoice)	Total Rebate Before Cap
		<input type="checkbox"/> Replace Failed <input type="checkbox"/> Replace Early <input type="checkbox"/> New Existing <input type="checkbox"/> New Construction		\$400.00/waterer			

- The measure applies to thermostatically controlled and ultra-insulated units replacing higher wattage livestock waterers.
- The new livestock waterer must have a minimum of 2-inches of insulation and a maximum rated heating element of 250 watts.
- Zero-energy livestock waterers are applicable.
- The installed waterer must be of equivalent capacity to the replacement unit.

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## 5. Low Pressure Sprinkler Nozzles

Select One	High Efficiency Fan Size	Minimum Efficiency Requirement	Rebate per unit	Quantity	Total Rebate Before Cap
<input type="checkbox"/>	Low Pressure Sprinkler Nozzle Portable	10.5 CFM/Watt	\$2.50/unit		
<input type="checkbox"/>	Low Pressure Sprinkler Nozzle Solid Set	14.4 CFM/Watt	\$1.30/unit		

Enter Equipment Make/Model and additional required information:

Make/Model Number (matches spec sheet)	Project Type	Annual Operating Hours	Equipment Cost per Unit (matches invoice)	Date Installed and Operable (mm/yy)
	<input type="checkbox"/> Replace Failed <input type="checkbox"/> Replace Early <input type="checkbox"/> New Existing <input type="checkbox"/> New Construction			

- Low pressure sprinkler nozzle must replace a high pressure sprinkler nozzle, one-to-one, in a solid set or portable irrigation system.

## 6. Engine Block Heater Timers

Make/Model Number	Annual Operating Hours	Project Type	Date Installed and Operable (mm/yy)	Rebate per Unit	Quantity	Equipment Cost (matches invoice)	Total Rebate Before Cap
		<input type="checkbox"/> New Existing <input type="checkbox"/> New Construction <input type="checkbox"/> Retrofit		\$30.00/timer			

- The measure is a plug-in timer used to control an engine block heater on agricultural equipment, allowing the user to preset the heater to come on for only the amount of time necessary to pre-warm the engine block, reducing unnecessary run time.
- The outdoor plug-in timer should be set to turn the heater on only when the outdoor temperature is below 25°F.

## 7. Creep Heat Pad

Make/Model Number	Annual Operating Hours	Project Type	Date Installed and Operable (mm/yy)	Rebate per Unit	Quantity	Equipment Cost (matches invoice)	Total Rebate Before Cap
		<input type="checkbox"/> Replace Failed <input type="checkbox"/> Replace Early <input type="checkbox"/> New Existing <input type="checkbox"/> New Construction		\$125.00/pad			

- Heat pads used to provide targeted heat in swine nursery facilities.
- This measure is for swine and swine nursery facilities only. Heat pads replacing heat lamps for a domestic fowl application may be eligible for custom incentives.

## 8. Milk Vacuum Pump Variable Frequency Drive

Make/Model Number	Annual Operating Hours	Project Type	Date Installed and Operable (mm/yy)	Rebate per Unit	Total HP	Equipment Cost (matches invoice)	Total Rebate Before Cap
		<input type="checkbox"/> Retrofit		\$440.00/hp			

- The rebate is available for VFD's installed on a milk harvest vacuum pump only.
- This rebate is for retrofit only. Replacement equipment does not qualify.
- Vacuum pump must be 5 hp or greater.
- Variable speed drives should only be installed on blower or lobe style pumps; it is not recommended for installation on rotary vane style vacuum pumps.
- VFD must be installed accordance with ASABE guidelines.

Unless otherwise noted, Prescriptive rebates and incentives are capped at 75% of the customer's equipment cost.

### 9. Dairy Scroll Compressor

Make/Model Number	Annual Operating Hours	Project Type	Date Installed and Operable (mm/yy)	Rebate per Unit	Total HP	Equipment Cost (matches invoice)	Total Rebate Before Cap
		<input type="checkbox"/> Replace Failed <input type="checkbox"/> Replace Early		\$35.00/hp			

- This measure requires the installation of a scroll compressor to replace an existing reciprocating compressor.
- Existing farms replacing scroll compressors are not eligible.
- The rated EER of the installed scroll compressor must be equal to or greater than 12, measured at an evaporating temperature of 30 °F and a condensing temperature of 110 °F.

### 10. Dairy Heat Reclaimer

Make/Model Number	Annual Operating Hours	Project Type	Date Installed and Operable (mm/yy)	Rebate per Unit	Quantity	Equipment Cost (matches invoice)	Total Rebate Before Cap
		<input type="checkbox"/> Replace Failed <input type="checkbox"/> Replace Early <input type="checkbox"/> New Existing <input type="checkbox"/> New Construction		\$2,906/reclaimer			

- This measure only applies to dairy parlors with electric water heating equipment, and uses waste heat from the milk refrigeration system to pre-heat water prior to it entering the primary water heater.
- This rebate is for retrofit only. Replacement equipment does not qualify.

### 11. Dairy Plate Cooler

Make/Model Number	Annual Operating Hours	Project Type	Date Installed and Operable (mm/yy)	Rebate per Unit	Quantity	Equipment Cost (matches invoice)	Total Rebate Before Cap
		<input type="checkbox"/> Replace Failed <input type="checkbox"/> Replace Early <input type="checkbox"/> New Existing <input type="checkbox"/> New Construction		\$2,156/plate cooler			

- This rebate is for a plate heat exchanger installed prior to the main milk refrigeration system used to pre-cool milk.
- This rebate is for retrofit only. Replacement equipment does not qualify.
- As the plate cooler uses ambient temperature water to pre-cool milk, an adequate water supply is necessary.
- This measure only applies to dairy parlors.

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## General Terms & Conditions

Duke Energy makes available certain rebates and incentives through the NonResidential Smart \$aver<sup>®</sup> Program (“Program”). These General Terms and Conditions (the “Terms and Conditions”) shall apply to all applications for project pre-approval or pre-qualification, and all applications for rebate/incentive payment.

### Attestation

By signing below, I \_\_\_\_\_ [Customer name] agree to the following.

By signing below, I \_\_\_\_\_ [Payee name] agree to the following.

- I do hereby consent to Duke Energy disclosing my Duke Energy Account Number and/or Federal Tax ID Number to its subcontractors solely for the purpose of administering Duke Energy’s Smart \$aver Business program. I understand that such subcontractors are contractually bound to otherwise maintain my Duke Energy Account Number and/or Federal Tax ID Number in the strictest of confidence.
- I have read and agree to the below Terms and Conditions of the Duke Energy Smart \$aver Business program.
- I certify that I meet the eligibility requirements of the Duke Energy Smart \$aver Business program, as applicable, and that all information provided within my application is correct to the best of my knowledge.
- I certify that the taxpayer identification number provided in my application is current and correct. 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. I am a U.S. citizen (includes a U.S. resident alien).

### Terms & Conditions

#### Rebate/Incentive Eligibility

- Only nonresidential Customer premises served by an active Duke Energy electric account that are eligible under applicable state regulations, and are opted in to the applicable Energy Efficiency Rider are eligible. Customers may call 866.380.9580 to verify eligibility. Written Customer consent is required to release eligibility status to a third party.
- All equipment must be new to be eligible for rebates and incentives. Used or rebuilt equipment is not eligible for rebates or incentives. For retrofit projects, all existing equipment must be removed and decommissioned before the new equipment can be eligible for incentives.
- Energy efficiency equipment and systems acquired through both capital purchases and capital lease agreements are eligible for rebates and incentives. In the case of a lease agreement, to be eligible the lease must include a requirement that the Duke Energy account holder (lessee) purchase the leased equipment at the end of the lease agreement for a predetermined dollar amount or state that the title to relevant equipment automatically transfers to the lessee by the end of the lease term.
- Any equipment which, either separately or as part of a project, has received a rebate/incentive from the Program or any other Duke Energy program is ineligible.
- Equipment and/or services provided to the customer for free are not eligible for rebate/incentive payments. Projects financially supported by other funding sources (e.g., grants) will be evaluated on a case-by-case basis for potential partial rebates or incentives from Duke Energy. Tax credits and/or grants used to offset customer costs must be documented by the company(s) filling out this application (collectively, the “Applicant(s)”) and approved by Duke Energy. In no case will Duke Energy pay a rebate/incentive in excess of the actual cost of the new equipment.
- If an application is received with incomplete or inaccurate information, Duke Energy will notify the Applicant(s). In order to be eligible for rebates/incentives, corrected applications must be resubmitted to Duke Energy by the end of the calendar year in which the original Application was submitted or within 90 days, whichever is later.
- To be eligible for rebates/incentives, the company receiving the rebate/incentive (“Payee”) may be required to provide a Social Security number as the federal tax identification number for tax purposes and must sign and return the “Customer Consent to Release Personal Information” form (Consent Form), which will be provided by Duke Energy.

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### **Monitoring, Verification, and Right to Inspect**

- Duke Energy may require verification of both the sales transaction and equipment installation and operability prior to rebate/incentive payment.
- If monitoring of the equipment is required by Duke Energy, payments will be based on the verified savings as measured by Duke Energy.
- Duke Energy may conduct random site inspections of the equipment both prior to and after completion to verify scope and operability, and obtain information needed to determine the rebate/incentive.

### **Rebate/Incentive Payment**

- Applications for payment, along with the required documentation, must be submitted within 90 days of equipment installation and operability. Required documentation includes an updated and signed application, an itemized invoice, and other documentation listed in the application specific to the requested rebate/incentive(s).
- Rebate/Incentive will not be paid until the eligible equipment has been installed, is able to operate, and, if required by Duke Energy, Duke Energy has completed verification as set forth in “Monitoring, Verification and Right to Inspect” above.
- The Customer’s account must be active and eligible throughout the process of application review and rebate/incentive payment. Rebate/Incentive payments will not be issued on inactive accounts. A waiver signed by the original Payee is required if the Payee of record changes prior to rebate/incentive payment.
- With Duke Energy’s approval, Customer may assign the rebate/incentive to the Trade Ally by signing below. The Customer may only assign the rebate/incentive to a Trade Ally that is in good standing with the Program and that, in the sole discretion of Duke Energy, meets all Program requirements. The assigning Customer’s signature is required in the Payment Information section on page 2 below to assign the rebate/incentive to the Trade Ally. Customer agrees that such an action constitutes an irrevocable assignment of the rebate/incentive. If the rebate/incentive is assigned to a Trade Ally, the purchase price paid by the Customer for the equipment must be reduced by the amount of the assigned rebate/incentive.
- The Payee assumes all responsibilities for any and all tax liabilities resulting from Duke Energy rebate/incentive payment.
- By accepting the rebate/incentive payment, the Customer and/or Trade Ally agrees to transfer to Duke Energy the rights to all Attributes of the equipment or its operation. Attributes include, but are not limited to, any and all credits, benefits, emissions reductions, offsets and allowances resulting from the avoidance of the emission of any substance into the air, soil or water at or by Duke Energy generating facilities through reduced generation of energy or other savings or offsets resulting from the equipment. The Customer will not claim ownership of any Attributes. Additionally, the Customer and/or Trade Ally will transfer to Duke Energy the right to bid any energy efficiency, coincident demand and demand response resources associated with the projects into regional transmission organization (RTO) or independent system operator (ISO) markets.
- Duke Energy may withhold payment if the equipment is no longer in operation in the applicable jurisdiction.

### **Disclaimers**

- Rebate/Incentive levels and/or qualifying efficiency levels may be changed at any time. Duke Energy retains the right to adjust or terminate the approved rebate/incentive amount at any time due to regulatory requirements, measurement, verification and evaluation results, codes and standards, equipment pricing, or for any other reasonable reason.
- Duke Energy reserves the right to limit rebate/incentive funds to a first-come, first-served basis.
- Pre-approved Custom incentives are subject to additional terms as stated on the formal offer letter resulting from an approved application.
- Duke Energy:
  - a. does not endorse any particular manufacturer, product or system design within the Program.
  - b. makes no representation or warranty, and assumes no liability with respect to the quality, safety, performance, or other aspect of any design, consulting, product, system, or equipment installed or received and expressly disclaims any such representations, warranties, and liability, including, but not limited to, any implied warranties of merchantability of fitness for a particular purpose.
  - c. is not responsible for the proper disposal/recycling of any waste generated or obsolete or old equipment resulting from the Program.
  - d. is not liable for any damage caused by the installation of the equipment or for any damage caused by the malfunction of the installed equipment.
  - e. does not guarantee that installation and operation of incentivized measures will result in reduced energy usage or in cost savings.

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- f. utilizes subcontractors to administer the Program. The subcontractors are contractually bound to maintain Applicant(s) information, including Duke Energy Account Number and Federal Tax ID Number, in the strictest of confidence.

*I certify that the premise for which I am applying for rebates/incentives is served by Duke Energy (or an affiliate of Duke Energy), that the information provided herein is accurate and complete, and that I have purchased and installed the equipment (indicated herein) for the business facility listed herein and not for resale. I understand that the proposed rebate/incentive payment from Duke Energy is subject to change based on verification and Duke Energy approval. I agree to Duke Energy verification of both the sales transaction and equipment installation which may include a site inspection from a Duke Energy representative or Duke Energy agent. I understand that I am not allowed to receive more than one rebate/incentive from Duke Energy on any piece of equipment. I also understand that my participation in the Program may be taxable and that I or my company is solely responsible for paying all such taxes. I hereby agree to indemnify, hold harmless and release Duke Energy and its affiliates from any 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. Duke Energy 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), does not warrant that the installed equipment meets applicable building codes or safety standards and is not liable for any damage caused by the installation of the equipment or for any damage caused by the malfunction of the installed equipment.*

**CUSTOMER SIGNATURE REQUIRED**

By signing below, I certify that I have read and agree to the above Smart \$aver Attestation and Terms and Conditions.

Customer Signature			
Print Name		Date	

**TRADE ALLY SIGNATURE (REQUIRED ONLY IF TRADE ALLY IS PAYEE)**

By signing below, I certify that I have read and agree to the above Smart \$aver Attestation and Terms and Conditions, and that my involvement in the Program is in accordance with the Duke Energy Nonresidential Smart \$aver Program Trade Ally Code of Conduct.

Trade Ally Signature			
Print Name		Date	

**CUSTOMER – AUTHORIZATION TO DESIGNATE TRADE ALLY AS PAYEE**

If a rebate/incentive is awarded and the Customer would like to authorize payment to the Trade Ally, the Customer must sign below to allow release of their rebate/incentive to the Trade Ally.

Required: Final invoice from Trade Ally to Customer must show the rebate/incentive credited to the Customer. If the itemized invoice does not reflect a deduction of the rebate/incentive amount, the Payee will be changed to the Customer.

Customer Signature			
Print Name		Date	

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