

## Prescriptive lighting and controls 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/your-business](https://aesindiana.com/your-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](tel: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, 2025, 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, 2025.

#### 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 7: 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 breakdown 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.

Installed equipment must have a current ENERGY STAR® certified qualification or be listed on the DesignLights Consortium® (DLC) Solid State Lighting Qualified Product List to be eligible. Re-branded equipment of ENERGY STAR certified or DLC listed models are not eligible.

Installed equipment must match model number on invoice and manufacturer specification sheet.

### 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.

# 2025 AES Indiana Business Rebates & Incentives Program

## Prescriptive lighting and controls 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:

Section 2: How did you hear about this program?			
<input type="checkbox"/> Contractor/Trade Ally	<input type="checkbox"/> Community Event	<input type="checkbox"/> LinkedIn	<input type="checkbox"/> Word of Mouth
<input type="checkbox"/> Mail/Bill Insert	<input type="checkbox"/> Program Representative	<input type="checkbox"/> Other Social Media	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Utility Website	<input type="checkbox"/> Utility Representative	<input type="checkbox"/> Previous Participant	

### Section 3: 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: \_\_\_\_\_



# Prescriptive lighting and controls application

**Section 4: Trade Ally information**

Check Here for Self-Installation

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

**Section 5: 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"/> Restaurant                |
| <input type="checkbox"/> Assisted Living             | <input type="checkbox"/> Healthcare Clinic           | <input type="checkbox"/> Office (Low Rise)   | <input type="checkbox"/> Retail (Department Store) |
| <input type="checkbox"/> Auto Dealership             | <input type="checkbox"/> Hospital                    | <input type="checkbox"/> Office (Small)      | <input type="checkbox"/> Retail (Strip Mall)       |
| <input type="checkbox"/> Daycare                     | <input type="checkbox"/> Lodging (Common Areas)      | <input type="checkbox"/> Office (Mid Rise)   | <input type="checkbox"/> School (Elementary)       |
| <input type="checkbox"/> College/University          | <input type="checkbox"/> Lodging Hotel (Guest Rooms) | <input type="checkbox"/> Police/Fire Station | <input type="checkbox"/> School (High/Middle)      |
| <input type="checkbox"/> Convenience Store           | <input type="checkbox"/> Manufacturing Facility      | <input type="checkbox"/> Parking Garage      | <input type="checkbox"/> Warehouse                 |
| <input type="checkbox"/> Drug Store                  | <input type="checkbox"/> Multi-Family (Common Areas) | <input type="checkbox"/> Religious/Worship   | <input type="checkbox"/> Other: _____              |

Heating System Fuel 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 Fuel Type- Required (check one)

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



# Prescriptive lighting and controls application

Section 6: Equipment information

## General Requirements:

- The specifications for the eligible equipment are listed within each lighting 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.
- Replacements are one-for-one unless specified. Replaced equipment must be removed from service and properly disposed of or recycled (not resold or dumped illegally).
- Equipment must be purchased new to qualify. Resale equipment that is leased, rebuilt, rented, received from insurance claims or received from warranty is not eligible.
- Rebates are for fixtures installed indoors with the exception of lights installed in parking garages and exterior LEDs, as noted on this form.
- Please check the box on the equipment line item if the lights were installed in an exterior application.
- All equipment must operate a minimum of 1,800 hours per year to be eligible for rebates.
- Post-installation light levels are expected to meet current IESNA recommendations and comply with all applicable electrical, safety and energy codes.
- LED to LED conversions are not eligible.

## A. ENERGY STAR Fixtures

- Must have a current ENERGY STAR certified qualification.
- New fixture/lamp wattage cannot exceed existing fixture/lamp wattage.
- Eligible for retrofit.

Equipment Type	Install Date (mm/dd/yy)	Installed on Exterior	Make/Model	Installed Wattage	Qty.	Incentive (per fixture)	Total Incentive (Qty. x Incentive)
LED Downlight ≤ 27.2W Replacing Incandescent		<input type="checkbox"/>		W		\$10.00	\$
LED Track Light ≤ 15W Replacing Incandescent		<input type="checkbox"/>		W		\$10.00	\$
Under Cabinet Task Light		<input type="checkbox"/>		W		\$5.00	\$
Total for Section A:							\$

# Prescriptive lighting and controls application

Section 6: Equipment information, continued

## B. High Bay/Low Bay LED Lighting

- New fixture wattage cannot exceed existing fixture wattage.
- LED installations must be listed as high bay/low bay luminaire on the DesignLights Consortium Solid State Lighting Qualified Products List to qualify.
- Eligible for retrofit.
- High Bay/Low Bay LED fixtures are eligible for new construction.

Lumen Categories	Install Date (mm/dd/yy)	Installed on Exterior	Make/Model	Installed Wattage	Qty.	Incentive (per fixture)	Total Incentive (Qty. x Incentive)
Low Bay Fixture 0–10000 Lumens		<input type="checkbox"/>		W		\$40.00	\$
High Bay Fixture 10001–15000 Lumens		<input type="checkbox"/>		W		\$75.00	\$
High Bay Fixture 15001–20000 Lumens		<input type="checkbox"/>		W		\$120.00	\$
High Bay Fixture 20001–30000 Lumens		<input type="checkbox"/>		W		\$120.00	\$
High Bay Fixture 30001–40000 Lumens		<input type="checkbox"/>		W		\$175.00	\$
High Bay Fixture 40001–50000 Lumens		<input type="checkbox"/>		W		\$175.00	\$
High Bay Fixture > 50000 Lumens ≤ 805W		<input type="checkbox"/>		W		\$240.00	\$
Low Bay Retrofit or Mogul Screw-Base Lamp 0–10000 Lumens		<input type="checkbox"/>		W		\$40.00	\$
High Bay Retrofit or Mogul Screw-Base Lamp 10001–15000 Lumens		<input type="checkbox"/>		W		\$60.00	\$
High Bay Retrofit or Mogul Screw-Base Lamp 15001–20000 Lumens		<input type="checkbox"/>		W		\$75.00	\$
High Bay Retrofit or Mogul Screw-Base Lamp 20001–30000 Lumens		<input type="checkbox"/>		W		\$90.00	\$
High Bay Retrofit or Mogul Screw-Base Lamp 30001–40000 Lumens		<input type="checkbox"/>		W		\$185.00	\$
High Bay Retrofit or Mogul Screw-Base Lamp 40001–50000 Lumens		<input type="checkbox"/>		W		\$240.00	\$
High Bay Retrofit or Mogul Screw-Base Lamp > 50000 Lumens ≤ 805W		<input type="checkbox"/>		W		\$240.00	\$
Total for Section B:							\$



# Prescriptive lighting and controls application

Section 6: Equipment information, continued

## C. Exit Signs

- Must replace existing fluorescent or incandescent exit signs.
- Must meet State Fire Marshal code and be UL rated.

Equipment Type	Install Date (mm/dd/yy)	Make/Model	Installed Wattage	Qty.	Incentive (per fixture)	Total Incentive (Qty. x Incentive)
LED Exit Sign ≤ 5W <input type="checkbox"/> Replacing Fluorescent Exit Signs <input type="checkbox"/> Replacing Incandescent Exit Signs			N/A		\$10.00	\$
Total for Section C:						\$

## D. Case Lighting and Controls

- Case lighting must be listed on the DesignLights Consortium Solid State Lighting Qualified Products List to qualify.
- Controls must be installed with LED lighting systems.
- Eligible for end of aisle and individual case sensors.
- Eligible for retrofit.
- Eligible for new construction.

Equipment Type	Install Date (mm/dd/yy)	Make/Model	Freezer or Cooler	Bulb Length	Number of Lights	Incentive (per light)	Total Incentive (Number of Lights x Incentive)
Reach-in Freezer or Cooler Case Lighting Replacements			<input type="checkbox"/> Freezer <input type="checkbox"/> Cooler	<input type="checkbox"/> 5' <input type="checkbox"/> 6'		\$30.00	\$
Case Lighting Controls			<input type="checkbox"/> Freezer <input type="checkbox"/> Cooler	<input type="checkbox"/> 5' <input type="checkbox"/> 6'		\$4.00 (per light controlled)	\$
Total for Section D:							\$

## E. 8' LED Retrofits

- Must replace 8' fluorescent lamps.
- LED installations must be listed on the DesignLights Consortium Solid State Lighting Qualified Products List to qualify.
- Existing baseline wattage is based on total fixture wattage, including ballast.
- Eligible for retrofit.
- Not eligible for new construction.

Install Date (mm/dd/yy)	Make/Model of Installed LED	Installed Wattage (per unit)	Installed Quantity	Baseline Wattage (per unit)	Baseline Quantity	Incentive (per watt reduced)	Total Incentive ([baseline wattage x baseline quantity] – [installed wattage x installed quantity]) x incentive
						\$0.30	\$
Total for Section E:							\$



# Prescriptive lighting and controls application

Section 6: Equipment information, continued

## F. Linear LEDs

- New fixture wattage cannot exceed existing fixture wattage.
- Must be listed on the DesignLights Consortium Solid State Lighting Qualified Products List to qualify.
- Eligible for retrofit.
- LED Troffers and Linear Ambient Fixtures are eligible for new construction. Retrofit kits and replacement lamps are not eligible for new construction.
- U-lamps are eligible for T8 LED Replacements.

LED Replacement Lamps	Install Date (mm/dd/yy)	Installed on Exterior	Make/Model	Installed Wattage	Qty.	Incentive (per lamp)	Total Incentive (Qty. x Incentive)
T8 LED Replacement Lamp 0-1199 Lumens		<input type="checkbox"/>		W		\$2.50	\$
T8 LED Replacement Lamp 1200-2400 Lumens		<input type="checkbox"/>		W		\$2.50	\$
T8 LED Replacement Lamp greater than 2400 Lumens ≤ 30W		<input type="checkbox"/>		W		\$2.50	\$

Linear Ambient	Install Date (mm/dd/yy)	Installed on Exterior	Make/Model	Installed Wattage	Qty.	Incentive (per fixture)	Total Incentive (Qty. x Incentive)
0-3000 Lumens <input type="checkbox"/> Fixture <input type="checkbox"/> Retrofit Kit		<input type="checkbox"/>		W		\$5.00	\$
3001-4500 Lumens <input type="checkbox"/> Fixture <input type="checkbox"/> Retrofit Kit		<input type="checkbox"/>		W		\$15.00	\$
4501-6000 Lumens <input type="checkbox"/> Fixture <input type="checkbox"/> Retrofit Kit		<input type="checkbox"/>		W		\$35.00	\$
6001-7500 Lumens <input type="checkbox"/> Fixture <input type="checkbox"/> Retrofit Kit		<input type="checkbox"/>		W		\$45.00	\$
> 7500 Lumens ≤ 120W <input type="checkbox"/> Fixture <input type="checkbox"/> Retrofit Kit		<input type="checkbox"/>		W		\$45.00	\$

LED 1x4	Install Date (mm/dd/yy)	Installed on Exterior	Make/Model	Installed Wattage	Qty.	Incentive (per fixture)	Total Incentive (Qty. x Incentive)
1500-3000 Lumens <input type="checkbox"/> Fixture <input type="checkbox"/> Retrofit Kit		<input type="checkbox"/>		W		\$5.00	\$
3001-4500 Lumens <input type="checkbox"/> Fixture <input type="checkbox"/> Retrofit Kit		<input type="checkbox"/>		W		\$12.00	\$
4501-6000 Lumens <input type="checkbox"/> Fixture <input type="checkbox"/> Retrofit Kit		<input type="checkbox"/>		W		\$30.00	\$



# Prescriptive lighting and controls application

Section 6: Equipment information, continued

LED 2x2	Install Date (mm/dd/yy)	Installed on Exterior	Make/Model	Installed Wattage	Qty.	Incentive (per fixture)	Total Incentive (Qty. x Incentive)
2000–3500 Lumens <input type="checkbox"/> Fixture <input type="checkbox"/> Retrofit Kit		<input type="checkbox"/>		W		\$15.00	\$
3501–5000 Lumens <input type="checkbox"/> Fixture <input type="checkbox"/> Retrofit Kit		<input type="checkbox"/>		W		\$30.00	\$
LED 2x4	Install Date (mm/dd/yy)	Installed on Exterior	Make/Model	Installed Wattage	Qty.	Incentive (per fixture)	Total Incentive (Qty. x Incentive)
3000–4500 Lumens <input type="checkbox"/> Fixture <input type="checkbox"/> Retrofit Kit		<input type="checkbox"/>		W		\$15.00	\$
4501–6000 Lumens <input type="checkbox"/> Fixture <input type="checkbox"/> Retrofit Kit		<input type="checkbox"/>		W		\$18.00	\$
6001–7500 Lumens <input type="checkbox"/> Fixture <input type="checkbox"/> Retrofit Kit		<input type="checkbox"/>		W		\$40.00	\$
Total for Section F:							\$

## G. Delamp

- Permanently remove T8 or T12 lamp and convert to T-LED lamp.
- For 4' lamps only.
- For UL type A T-LED replacements, removal must also include a ballast replacement such that the new ballast is compatible with the remaining lamps (for example, if removing 2 lamps from a 4-lamp fixture, the new ballast must be a 2-lamp ballast).
- For UL type B T-LED replacements, existing ballast must be removed.
- Post lamp removal light levels must be at or above IESNA recommended levels.
- Eligible for retrofit.
- Not eligible for new construction.
- Delamping measure can be combined with the LED lamp measure in Section F. For the example above, the retrofit would be eligible for 2 new lamps and 2 delamping.

Equipment Type	Removal Date (mm/dd/yy)	Qty.	Incentive (per lamp)	Total Incentive (Qty. x Incentive)
T12 Delamping			\$1.00	\$
T8 Delamping			\$1.00	\$
Total for Section G:				\$





# Prescriptive lighting and controls application

Section 6: Equipment information, continued

## H. LED Lighting on Exterior

- LED fixture must be listed as an outdoor luminaire on the DesignLights Consortium Solid State Lighting Qualified Products List to qualify.
- New fixture wattage cannot exceed existing fixture wattage.
- Eligible for retrofit.
- Exterior fixtures are eligible for new construction.

Lumen Categories	Install Date (mm/dd/yy)	Make/Model	Installed Wattage	Qty.	Incentive (per fixture)	Total Incentive (Qty. x Incentive)
Exterior Fixture 0–5000 Lumens			W		\$50.00	\$
Exterior Fixture 5001–10000 Lumens			W		\$50.00	\$
Exterior Fixture 10001–15000 Lumens			W		\$125.00	\$
Exterior Fixture 15001–30000 Lumens			W		\$175.00	\$
Exterior Fixture 30001–40000 Lumens			W		\$250.00	\$
Exterior Fixture 40001–50000 Lumens			W		\$250.00	\$
Exterior Fixture > 50000 Lumens ≤ 805W			W		\$250.00	\$
Exterior Retrofit or Mogul Screw-Base Lamp 0–5000 Lumens			W		\$50.00	\$
Exterior Retrofit or Mogul Screw-Base Lamp 5001–10000 Lumens			W		\$50.00	\$
Exterior Retrofit or Mogul Screw-Base Lamp 10001–15000 Lumens			W		\$50.00	\$
Exterior Retrofit or Mogul Screw-Base Lamp 15001–30000 Lumens			W		\$100.00	\$
Exterior Retrofit or Mogul Screw-Base Lamp 30001–40000 Lumens			W		\$120.00	\$
Exterior Retrofit or Mogul Screw-Base Lamp 40001–50000 Lumens			W		\$250.00	\$
Exterior Retrofit or Mogul Screw-Base Lamp > 50000 Lumens ≤ 805W			W		\$250.00	\$
Total for Section H:						\$



# Prescriptive lighting and controls application

Section 6: Equipment information, continued

## I. Lighting Controls

- Eligible for wall, ceiling, fixture mounted or integrated controls with passive infrared, ultrasonic and/or fixture mounted sensors.
- Eligible for new or existing lighting systems.
- Eligible for new controls only; not eligible for replacement.
- Sensors may control more than one fixture.

Equipment Type	Install Date (mm/dd/yy)	Make/Model	Watts Controlled per Sensor	Qty.	Incentive (per Watt Controlled)	Total Incentive (Watts Controlled x Qty. x Incentive)
Occupancy Sensor (Interior Lighting)			W		\$0.10	\$
Daylighting Controls (Interior Lighting)			W		\$0.15	\$
Dual Occupancy and Daylight Sensor (Interior Lighting)			W		\$0.15	\$
Occupancy Sensor (Exterior Lighting)			W		\$0.15	\$
Total for Section I:						\$

# Prescriptive lighting and controls application

Section 6: Equipment information, continued

## J. Networked Lighting Controls

- System must be on the DesignLights Consortium Networked Lighting Controls Qualified Products List.
- System must have fixture networking capabilities, individual addressability, occupancy sensing, daylight harvesting/photocell control, high-end trim, flexible zoning, continuous dimming, scheduling and cybersecurity.
- Controlled fixtures must be LED, either retrofit in conjunction with the controls installation or installed within the past 5 years. Specification sheets and invoices for connected LED fixtures must be provided to verify the controlled wattage.
- At a minimum, the system must be implementing the following strategies:
  - High-End Trim: Initial system max light output set to 80 percent or less.
  - Daylighting: Must be deployed where side and top lighting is available as defined in IECC 2018, <https://codes.iccsafe.org/content/IECC2018P5/chapter-4-ce-commercial-energy-efficiency>
  - Occupancy: Controls configured in occupancy or vacancy mode with timeout set to 20 minutes or less.
- Other system strategies may be implemented but are not required and may not be “substituted” for the strategies listed above.
- Cannot be combined with other lighting controls rebates.
- This rebate is not eligible for exterior systems.
- Rebate is available on either a watt controlled basis or a per sq. ft. basis, not both. If using square foot calculation, floor plans for controlled areas must be submitted when square footage is 100,000 or more.

Commissioning Agent signature is required.

I certify the above networked lighting controls requirements listed above are met and the system has been commissioned and is working as designed.

Commissioning Agent Information (commissioning agent is the programmer of the NLC system)

Company Name:

Agent Name:

Agent Phone:

Agent Signature:

Equipment Type	Install Date (mm/dd/yy)	Make/Model	Qty.	Incentive	Total Incentive (Watts Controlled x Incentive)
Networked Lighting Control			W	\$0.45 per watt controlled	\$
Networked Lighting Control			Sq. Ft.	\$0.10 per sq. ft.	\$

# Prescriptive lighting and controls application

## Section 7: 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**”) and 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 NONINFRINGEMENT. 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 lighting and controls application

Section 7: Terms and conditions, continued

**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

