

APPLICATION GUIDE

2019

ENERGY SMART COMMERCIAL AND INDUSTRIAL OFFERINGS



2019 ENERGY SMART PROGRAM APPLICATION OVERVIEW COMMERCIAL & INDUSTRIAL OFFERINGS



The Energy Smart New Orleans program is available to all commercial customers that receive electrical service from Entergy New Orleans, LLC. Energy Smart works with business owners, facility managers and trade ally contractors to identify energy efficiency opportunities, offer technical assistance to develop cost-effective projects and provide cash incentives for completing eligible upgrades with proven energy savings.

Customers can receive Prescriptive or Custom incentives based on the type of project and building size. Prescriptive incentives are paid a standard rate for qualifying one-for-one change outs. If your project is not included on the Prescriptive List, it will be considered a custom project.

Custom incentives are paid based on customer usage and project type:

- \$.10 per kWh saved for custom lighting projects in facilities with peak demand >100 kW (large commercial).
- \$.12 per kWh saved for custom lighting projects in facilities with peak demand <100 kW (small commercial).
- \$.12 per kWh saved for all custom non-lighting projects.

For assistance with identifying qualifying energy efficiency projects or determining if your project is Prescriptive or Custom, contact us at info@energysmartnola.com or **504-229-6868**.



BEFORE YOU APPLY:

Verify customer eligibility

- All commercial customers who receive electrical service from Entergy New Orleans, LLC are eligible to participate in the Energy Smart Commercial and Industrial offerings.
- Review the Terms and Conditions starting on page six or available online at energysmartnola.com/businesses/terms.

Project application process

1. Complete and submit the Energy Smart Commercial and Industrial offering application including all required documentation before making any purchases or starting any work on the project.
2. Once the completed application is received, our team will review your application and contact you to discuss any additional questions.
 - a. A pre-installation inspection may be required prior to approval.
3. After the site visit you will receive a pre-approval letter with the estimated incentive amount for your project.
4. Upon receipt of pre-approval, you may then make a purchase and start the installation of the project.
5. After project installation is completed, submit the Project Completion Notice including all project invoices and any changes in final project scope.
 - a. A post-installation inspection may be required prior to application approval.
6. Once your project is approved, you will be issued a final approval notice and your incentive payment will be processed and delivered.



2019 ENERGY SMART PROGRAM COMMERCIAL & INDUSTRIAL OFFERINGS



Required documentation

- Completed Energy Smart program application.
 - * Verify that all fields are completed. Incomplete applications cannot be processed.
- Completed applicable Prescriptive, Custom Lighting, Custom Non-Lighting Energy Smart program Calculator.
- Entergy New Orleans, LLC electric bill.
 - * Submit a copy of the facility's recent Entergy New Orleans, LLC bill.
- Cut sheet or manufacturer specification sheet.
 - * Include a cut sheet or manufacturer specification sheet for all equipment being installed as part of the project.
- Project proposal.
 - * Provide your contractor's proposal for the project.
- Additional data may be requested to process your application.

SUBMIT YOUR APPLICATION:

Mail or email your application and all supporting documentation. Please retain a copy of the application for your records.

Energy Smart Commercial & Industrial Offering
900 Camp Street, Suite 364
New Orleans, LA 70130
504-229-6868
commercialapps@energysmartnola.com

Energy Smart is a comprehensive energy efficiency program developed by the New Orleans City Council and administered by Entergy New Orleans, LLC. ©2019 Entergy Services, LLC All Rights Reserved.



2019 OFFERING APPLICATION



Please complete all sections. Incomplete applications cannot be processed and will delay payment of incentives.

CUSTOMER TYPE

- ☐ Large Commercial & Industrial
- ☐ Small Commercial
- ☐ Publicly Funded Institution

PROJECT TYPE

- ☐ Prescriptive
- ☐ Custom lighting
- ☐ Custom non-lighting

ACCOUNT AND CUSTOMER INFORMATION

BUSINESS CLASSIFICATION OF CUSTOMER

(Check one. Required for all businesses, including non-profits.)

- ☐ Corporation
- ☐ Partnership
- ☐ Sole Proprietorship/Individual/Single-Member LLC
- ☐ LLC C, S, P (C=corporation, S = S corporation, P = partnership)
- ☐ Other _____

Company Name _____

Legal Address (as shown on company W-9) _____

City _____

State _____ Zip _____

How did you hear about us? (Check all that apply.)

- ☐ Utility
- ☐ Trade Ally
- ☐ Website
- ☐ E-mail
- ☐ Trade Show/Event
- ☐ Direct Mail
- ☐ Other: _____

Who did you work with from Energy Smart on this project? (Contact name) _____

CUSTOMER CONTACT INFORMATION

Customer Contact Name _____

Primary Phone # _____

E-mail Address _____

JOB SITE INFORMATION

(Please refer to your utility bills for account numbers below.)

Job Site Business Name _____

Electric Account number _____

- ☐ Job Site Address is same as Legal Address
- ☐ Job Site Address is different (complete below.)

Job Site Address _____

City _____

State _____ Zip _____

TRADE ALLY CONTRACTOR INFORMATION

Trade Ally Contact Name _____

Primary Phone# _____

Email Address _____

Company Name _____

Address _____

City _____

State _____ Zip _____

PAYMENT INFORMATION

Make incentive check payable to:

- ☐ Customer
- ☐ Trade Ally
- ☐ Other: _____

Mail check to:

- ☐ Legal Address
- ☐ Job Site Address
- ☐ Alternate Address (complete below.)

Address _____

City _____

State _____ Zip _____

Attention to (if applicable) _____

If Energy Smart has a question about this application, we should contact:

- ☐ Customer
- ☐ Trade Ally
- ☐ Other: _____



BUSINESS PROPERTY TYPE

- ☐ Existing Building
- ☐ New Construction
- ☐ Gut Rehab

SELECT ONE (1) PROPERTY TYPE THAT BEST DESCRIBES YOUR BUSINESS:

- | | | |
|---|---|---|
| <input type="checkbox"/> Education: K-12, w/o Summer Session | <input type="checkbox"/> Lodging (Hotel/Motel/Dorm): Common Areas | <input type="checkbox"/> Public Order and Safety |
| <input type="checkbox"/> Education: College, University, Vocational, Day Care, and K-12 w/ Summer Session | <input type="checkbox"/> Lodging (Hotel/Motel/Dorm): Rooms | <input type="checkbox"/> Religious |
| <input type="checkbox"/> Food Sales: Non 24-hour Supermarket/Retail | <input type="checkbox"/> Manufacturing - 1 and 2 Shift | <input type="checkbox"/> Retail: Excluding Malls & Strip Centers |
| <input type="checkbox"/> Food Sales: 24-hour Supermarket/Retail | <input type="checkbox"/> Manufacturing - 3 Shift | <input type="checkbox"/> Retail: Enclosed Mall |
| <input type="checkbox"/> Food Service: Fast Food | <input type="checkbox"/> Multi-family Housing: Common Areas | <input type="checkbox"/> Retail: Strip Shopping & Non-enclosed Mall |
| <input type="checkbox"/> Food Service: Sit-down Restaurant | <input type="checkbox"/> Nursing & Resident Care | <input type="checkbox"/> Service (Excluding Food) |
| <input type="checkbox"/> Health Care: Out-patient | <input type="checkbox"/> Office | <input type="checkbox"/> Warehouse: Non-refrigerated |
| <input type="checkbox"/> Health Care: In-patient | <input type="checkbox"/> Outdoor | <input type="checkbox"/> Warehouse: Refrigerated |
| | <input type="checkbox"/> Parking Structure | |
| | <input type="checkbox"/> Public Assembly | |

PROJECT BACKGROUND INFORMATION

Project Start Date: _____

Estimated Project Completion Date: _____

Required documentation:

- ☐ Completed Energy Smart Program Application.
 - * Verify that all fields are completed. Incomplete applications cannot be processed.
- ☐ Completed prescriptive, custom lighting or custom non-lighting calculator.
- ☐ Entergy New Orleans, LLC electric bills.
 - * Submit copy of recent Entergy New Orleans bill.
- ☐ Cut sheet or manufacturer specification sheet.
 - * Include a cut sheet or manufacturer specification sheet for all equipment being installed as part of the project.
- ☐ Project proposal.
 - * Provide your contractor's proposal for the project.

Additional data may be requested to process your application.

Brief Project Description:

Site photographs and a site inspection may be required by the Program. A Program representative may be contacting you to request this information and request an on-site visit.

CUSTOMER SIGNATURE

UNDER PENALTY OF PERJURY, I CERTIFY THAT:

I have read and agree to the provisions set forth herein and to the Terms and Conditions posted at energysmartnola.com/businesses/terms. I understand that Energy Smart may revise these Terms and Conditions at any time and I will not be notified in the event changes are made. To the best of my knowledge, the statements made on this application are complete, true and correct.

Customer Signature

Name (Print)

Date

ENERGY SMART PROGRAM AGREEMENT TERMS & CONDITIONS



Entergy New Orleans, LLC ("Customer") and APTIM ("APTIM" or "Program Administrator") have entered into an Energy Training, Consulting or Professional Services Stand-Alone Contract (the "Contract"). Pursuant to the Contract, APTIM will serve as the Third Party Administrator for the design, implementation and administration of the Energy Smart Programs in accordance with the ENO comprehensive demand side management plan. The Energy Smart Program and any applicants to the program ("Applicant") shall be the parties to this Agreement and bound by these terms and conditions.

INCENTIVE OFFER

Monetary incentives or rewards from Energy Smart Programs ("Program Payments") shall be available to eligible Applicants that properly submit a Program application ("Application"). Program Payments shall be available according to the terms on the applicable Program and Application as well as these Terms and Conditions. Products must be purchased and installed within the date range outlined on the Application. Applications must be postmarked within the number of calendar days reflected on the Application. The Applicant understands that Energy Smart must pre-approve all custom incentive Applications in writing. Applicants should maintain a copy of their Application for their records. Incomplete Applications will be returned and will not be processed. Applications must have complete information and be submitted with proof of purchase, such as receipts or invoices that clearly itemize the product(s) and/or services(s) received. Purchase orders, proposals and quotes are not considered proof of purchase.

PROJECT TERM AND DESCRIPTION

The Term of this Agreement shall begin on the Approval Date as shown on this Agreement and shall run continuously through the Project Completion Deadline, unless extended or terminated pursuant to this Agreement or by mutual agreement of the parties. The energy savings project (the "Project") shall be as described on the Agreement and approved by Energy Smart. The Project shall be implemented in accordance with this Agreement.

PROJECT PAYMENTS

All Program Payments shall be made through the Energy Smart Program, Program Administrator shall not be responsible for any payment to Customer. Program Administrator shall direct the Energy Smart Fiscal Agent to make payment in the amount set forth in the Agreement upon Energy Smart's receipt and acceptance to Energy Smart's satisfaction of a Completion Notice and any other required project documentation as defined in Article 3 hereof. Energy Smart shall be under no obligation to make any payments to the Customer if Entergy does not provide the funds to Energy Smart for this purpose. Energy Smart reserves the right to decrease incentive amounts if conditions change from the time of project approval to the time of project implementation. This includes, but is not limited to, project cost and project scope. Customer may only receive one payment per project measure. Should customer or its representative make duplicate application for payment of project measure, Energy Smart reserves the right to recover any payments made in excess of the entitled project payment. Energy Smart excludes internal, non-contracted labor for private companies or individuals when calculating the total project cost. Incentives are available on a first-come, first-served basis. Incentives are subject to change or termination without notice at the discretion of Energy Smart.

PROGRAM DISCRETION

Energy Smart reserves the right to change or discontinue any Program at any time without notice. Energy Smart also reserves the right, in Energy Smart's sole discretion, to withhold or terminate Program Payments if:

- a) An identified problem with a project is not resolved, due to an Applicant's failure to follow any and all applicable terms and conditions, rules, or procedures; or
- b) Energy Smart determines that Applicant's receipt of Program Payments will not result in the implementation of any Measures by Applicant, or if the Measures will not result in the reduction of energy usage; or
- c) The Applicant becomes "Insolvent" (which shall mean Applicant (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, including but not limited to the United States Bankruptcy Code or the laws of any state, or has any such petition filed or commenced against it; (ii) makes an assignment or any general arrangement for the benefit of creditors; (iii) otherwise becomes the subject of a bankruptcy proceeding or insolvent (however evidenced); (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (v) is generally unable to pay its debts as they fall due).

MISREPRESENTATION

Making false statements on any Energy Smart incentive Application is punishable by law. Any person who knowingly files an Application containing any materially false information or who purposely and misleadingly conceals information commits a fraudulent act and may be subjected to criminal and civil penalties. Any and all funds determined by Energy Smart to have been acquired on the basis of fraudulent information must be returned to Energy Smart. This article shall not limit other remedies that may be available for the filing of false or fraudulent applications. Customer shall be responsible for all costs incurred for collection of monies owed due to any misrepresentation or false statements.

PROJECT IMPLEMENTATION

The Customer's procurement, installation and implementation ("Completion") of energy efficiency measures shall be accomplished in accordance with the requirements outlined in this Agreement. The Customer shall deliver to Energy Smart a Project Completion Notice by the Project Completion Deadline noted in the Application. The Customer must provide invoices for equipment purchased or service performed as well as documentation that verifies that the energy efficiency measures, (i) have been properly installed, (ii) are functioning properly and (iii) have the potential to generate energy savings if properly maintained and operated. All projects are expected to comply with federal, state and local codes. All equipment must be new; used or rebuilt equipment is eligible only when pre-approved by Energy Smart in writing. Displaced equipment must be removed and not reused. Equipment purchased under a capital lease structure may qualify for an incentive, but must be pre-approved by Energy Smart in writing before project initiation or entering into the equipment lease.

Should Energy Smart discover that the project was not implemented as attested to in the Project Completion Notice the Customer shall be in breach of the Agreement and subject to recovery of any incentive payment made and any other costs incurred by Energy Smart in relation to any such Project. At the discretion of Energy Smart, the Customer is liable to refund to Energy Smart incentives received for a Project and other costs directly related to any such Project, if Energy Smart determines that the Customer has misrepresented information including, but not limited to, eligibility or project information.



RIGHT TO INSPECT

Energy Smart and Entergy shall have the right to inspect any and all project records during the term of this Agreement and for a two-year period thereafter. Energy Smart, and its designated representatives, shall have the right to observe and inspect all project work in any of the Customer's facilities at any reasonable time for a period of two (2) years from the incentive payment date. The Customer and its subcontractors shall maintain accurate records of the project work (e.g., installation records, invoices, and maintenance information) that is performed hereunder for a period of two (2) years from the date of incentive payment under this Agreement.

MONITORING AND VERIFICATION

Energy Smart, and its designated representatives, shall have the right to monitor energy use/production prior to and after installation of the project or to perform an inspection of any Project to evaluate Program efficacy for a period of two (2) years from the date of incentive payment under this Agreement.

MANNER OF PERFORMANCE

The Customer shall perform its responsibilities under this Agreement in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Customer shall strive to resolve differences in a respectful and fair manner. The Customer shall make all reasonable attempts to ensure that all Project work, as described in the Agreement, is performed in accordance with current professional standards and with the diligence and skill expected for the performance of such work.

REPRESENTATIONS/WARRANTY

Energy Smart and Program Administrator do not endorse any particular trade ally, manufacturer, product, system, or design by offering an incentive. Energy Smart and Program Administrator are not responsible for any tax liability imposed on the recipient as a result of the payment of incentives. Energy Smart and Program Administrator make no representation or warranty, and assumes no liability with respect to the quality, safety, performance, or other aspect of any design, consulting, product, system, equipment, Project, or appliance installed or received and expressly disclaims any such representations, warranties, and liability, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Energy Smart and Program Administrator do not guarantee that installation and operation of energy-efficient equipment will result in reduced usage or in cost savings. Energy Smart and Program Administrator are not responsible for the proper disposal/recycling of any waste generated as a result of any Project. Energy Smart and Program Administrator are not liable for any damages, including any incidental or consequential damages, arising out of the operation or malfunction of any Project, products, equipment, or appliances, or the installation thereof.

DEFAULT AND TERMINATION

(1) Subject to Article 9(3), this Agreement shall remain in effect until the Project Completion Deadline as specified in Article 1 hereof unless a Party is in breach of any provision of this Agreement.

(2) In the event that ENTERGY terminates, for any cause, Program Administrator's Contract with ENTERGY, which terminates Program Administrator's right to act as Program Administrator of the Energy Smart Program, responsibility for this Agreement transfers to the new Program Administrator.

(3) This Agreement may be terminated at Energy Smart's sole discretion if Customer does not complete implementation of the project on or before the project Completion Deadline, unless the project Completion Date is extended by mutual written agreement of the Parties.

(4) Energy Smart reserves the right to change or discontinue any Program at any time without notice and reserves the right to terminate or amend this Agreement upon the change or discontinuance of any such Program.

INDEMNIFICATION AND DAMAGES

The Customer shall protect, indemnify, defend and hold harmless Energy Smart, Program Administrator, Customer, the City of New Orleans respective affiliates, subsidiaries, parent companies, officers, directors, agents, and employees, against all losses, damages, expenses, fees, costs and liability arising from any Project, design, consulting, product, system, equipment, or appliance. The Customer agrees that such obligations under this Article shall survive any expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage. To the maximum extent permitted by law, the Customer agrees to limit Energy Smart's, Customer's and Program Administrator's liability to the Customer for any reason to the total amount of the payments identified in this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Customer hereby expressly waives the right to specifically enforce this Agreement. Under no circumstances shall Energy Smart, Program Administrator, Customer the City of New Orleans, and participating utilities be liable for any special, indirect or consequential damages, however the same may be caused.

PUBLICITY

The Customer shall not use Program Administrator's or Customer's corporate name, logo, identity, any affiliation, or any related logo including the "Energy Smart" name, logo, or identity, for any marketing, advertising or solicitation without prior written consent of Energy Smart. Such written consent may be withheld in Energy Smart's sole discretion. When referencing Energy Smart involvement with any project, the Customer shall collaborate with Energy Smart to prepare any press release and to plan for any news conference and agrees to provide Energy Smart, for its written approval prior to publication, a written copy of any advertisements or promotional material regarding this program prior to publishing any such advertisements or promotional material. Energy Smart and Program Administrator reserve the right to publicize the Customer's participation in the Energy Smart program unless requested otherwise in writing and submitted to info@energysmartnola.com. Energy Smart and Program Administrator reserve the right to publicize the Applicant's participation in the Program unless a written request is submitted info@energysmartnola.com no later than fifteen (15) days after receiving payment from Energy Smart. Such right to publicize by Energy Smart or Program Administrator is part of Applicant's consideration for participation in the Energy Smart Program. For purposes of the foregoing, to the extent applicable, Applicant grants Energy Smart and Program Administrator a nonexclusive, fully-paid up, irrevocable license to Applicant's name and logo solely for the purpose of publicizing Applicant's participation in the Program.

REVIEW AND DISCLAIMER

Energy Smart's execution of this Agreement and any review of the design, construction, operation, or maintenance of the Project by Energy Smart or Program Administrator or any of their subcontractors shall not constitute any representation or warranty by Energy Smart or Program Administrator as to the economic or technical feasibility, operational capability or reliability of any renewable and/or energy efficiency measures or the capability or reliability of any market provider performing any work on the Project. The Customer shall in no way represent to any third party that Energy Smart's execution of this Agreement or any reviews by Energy Smart or Program Administrator or their subcontractors, including, but not limited to, review of the design, construction, operation, or maintenance of the Project is a representation or warranty by Energy Smart or Program Administrator as to the economic or technical feasibility, operational capability or reliability of the renewable and/or energy efficiency measures or an endorsement of the contractor performing work on the Project. The Customer is solely responsible for the technical feasibility, operational capability and reliability of the renewable and/or energy efficiency measures.



MISCELLANEOUS

Governing Law. All Applications, Incentive Agreements and these Terms and Conditions shall be governed, construed and enforced in accordance with the internal laws of the State of Louisiana, without regard to any conflicts of laws principles that may direct the application of the laws of another jurisdiction. The Applicant irrevocably submits to the original jurisdiction of the state and federal courts sitting in New Orleans, Louisiana with regard to any controversy in any way relating to the execution, delivery or performance of an Application or Incentive Agreement. Suits, claims or actions founded upon such controversies shall be brought or filed exclusively in such courts and nowhere else. The exclusive venue for any dispute or controversy arising under an Application or Incentive Agreement shall be the Orleans Parish Civil District Court or the Federal District Court for the Eastern District of Louisiana.

Compliance with Applicable Laws. The Applicant shall at all times comply with and observe all federal and Louisiana state laws and published circulars, local laws, ordinances, rules and regulations which are in effect from the time at which Applicant submits an Application or enters into an Incentive Agreement to Applicant's receipt of a Program Payment, and which in any manner affect the performance of an Application or Incentive Agreement. All references to statutes or regulations contained in any Application, Incentive Agreement or these Terms and Conditions shall be construed to include successors thereto.

Assignment. Energy Smart may assign, transfer or convey any Application or any of Energy Smart's rights, obligations, interests or responsibilities thereunder, in whole or in part, without the consent of the Applicant. Neither an Application nor any rights or obligations hereunder or thereunder may be sold, assigned, transferred or otherwise disposed by Applicant, whether pursuant to a change of control, by operation or law or otherwise, without Energy Smart's prior written consent.

Severability. If any provision of any Application, Incentive Agreement or these Terms and Conditions is construed by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws, that provision shall be fully severable and the Application, Incentive Agreement and these Terms and Conditions shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part thereof. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, the Application, Incentive Agreement and these Terms and Conditions shall be reformed to include as a part of the Application, Incentive Agreement and these Terms and Conditions a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, or enforceable.

Risk of Loss. The Energy Smart, Customer, and Program Administrator at no time assume risk of loss for any personal property of the Applicant.

Waiver. Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ACCEPTANCE

The Customer is required to acknowledge its understanding and acceptance of the terms and conditions of this Agreement by returning an executed copy of this Agreement to Energy Smart at the address identified in this form on or before the Agreement Return Date. If the Customer's Energy Smart representative does not receive the executed copy of this Agreement by the Deadline, Energy Smart will consider that Customer's decision is to decline the terms and conditions contained herein and this Agreement will be of no force and effect.