



Commercial Lighting Rebate Application Form and Agreement

CUSTOMER INFORMATION

Customer Name: _____

Payee Name: _____

MEC Account Number: _____

Check the Appropriate Box: Individual/Sole Proprietor Corporation Partnership
 Limited Liability Company Other _____

Tax ID - Social Security Number: _____ - _____ - _____ or Employer ID Number _____ - _____

Contact Person: _____ Phone #: _____

Installation Address: _____

City: _____ State: _____ ZIP: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Circle one:

Retro-fit Project

New Construction Project

LIGHTING SUPPLIER INFORMATION

Dealer Name: _____ Phone: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

The budget for this program may be limited therefore Missoula Electric Cooperative must pre-approve all projects. Facilities must be connected to Missoula Electric's distribution system.

In advance of equipment installation, apply for a lighting rebate by completing and signing this application form. In addition, we will need a fixture count that details the number of existing fixtures, the number of proposed fixtures, the wattages of both, the annual operating hours and the estimated project costs.

Please return the application to: **Missoula Electric Cooperative, Inc.**
 1700 W Boradway St
 Missoula, MT 59808
 Attn: Lorraine Best

MEC will send you an executed copy of this form as notice of approval. At that time, you may proceed with the installation.

This program is subject to modification or termination without notice. Please call for more information.

Office Use

Date Rec'd _____	Date Approved _____	Date Verified _____	Date Paid _____
			6/1/2009

This Application and Agreement once signed by both Parties shall constitute a binding and enforceable agreement between them.

The Customer agrees:

1. to implement the Project in accordance with all applicable building, electrical, environmental, and health and safety regulations imposed by Federal, state and local laws, codes and ordinances, including but not limited to the disposal of lighting fixtures, ballasts, and bulbs, where applicable.

2. to provide MEC with any information that is reasonably required, and requested by MEC, to operate and administer this Agreement. Such information to be provided in a timely manner.

a) Project estimate listing the locations, number and type of each ballast, lamp and/or fixture to be removed and what will be proposed. Estimated project cost will also be needed. Examples:

<u>Location</u>	<u>Existing</u>	<u>Proposed</u>
1) Hallway	Incandescent, 1-A 60W	Screw-in CFL, 1-16W
2) Office	T12 4' Flourescent, 4-F40T12 40W, 2-mag ballast	T8HP 4', 4-F32T8, 3100+ lumen 1-NLO, GE-432 -Ultramax-N

3. to complete the Project within the timeline described in this Agreement unless otherwise agreed by the Parties, but in no case to be later than six months after the date of this Agreement.

4. to submit the reports attached to this Agreement at the time invoices are submitted to MEC for payment.

a) Final project invoice copy and detailed list of ballast, lamp and/or fixture actually installed. We will also need a note confirming proper PCB ballast disposal.

5. MEC shall have the right to inspect the Project to verify compliance with the Project.

6. MEC may suspend payment to Customer if the Customer fails to complete the Project or fails to comply with the provisions of this Agreement or if Bonneville Power Administration fails to make payment to MEC based upon a failure of the Customer to comply with the terms of the Project of this Agreement

Neither Party hereto is the agent or principal for the other, nor are they partners or joint ventures.

If any term of this Agreement is found to be invalid by a court of competent jurisdiction then such term shall remain in force to the maximum extent permitted by law. All other terms shall remain in force unless that term is determined not to be severable from all other provisions of this Agreement by such court.

This Agreement shall be governed by and interpreted under the laws of the State of Montana and the Parties agree proper venue shall be the District Courts of Missoula County.

Customer Signature _____ Date _____

MEC Representative Signature _____ Date _____

Contact Lorraine Best at Missoula Electric Cooperative at 406-541-4433 when the installation is complete so your rebate payment can be processed. We reserve the right to verify any equipment installation within two years of project completion.

Project Approval Date _____

Project Denial Date _____

Approval Amount _____