

MULTIFAMILY WEATHERIZATION PROGRAM INCENTIVE CATALOG

REVISED: JANUARY 2025



COLORADO: ELECTRIC CUSTOMERS

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PROGRAM OVERVIEW

Our Multifamily Weatherization Program is designed to help Black Hills Energy multi-family properties become more energy efficient and save money. By participating in this program, customers will be eligible for increased incentives exclusive to multi-family properties.

We are pleased to partner with local Trade Allies to promote energy efficiency services to our multi-family customers. Trade Allies help raise awareness of our energy efficiency programs and inform customers about the opportunities and incentives available. If your property provides services related to lighting, HVAC equipment and systems, or commercial refrigeration and kitchen equipment, the Black Hills Energy Multifamily Weatherization Program offers you an opportunity to be listed on the program website. Contact **888-391-8702** for more information.

HOW TO APPLY

1. Check program eligibility

- The Multifamily Weatherization (MFWX) Program is designed to provide incentives to upgrade existing equipment for qualified multi-family properties that are Colorado Electric Black Hills Energy customers. The MFWX Program focuses on helping multi-family properties that serve income-qualified individuals.
- Contact your Energy Advisor or program team to verify eligibility.
 - **Email:** BlackHillsIQ@franklinenergy.com
 - **Phone:** 888-391-8702

2. Schedule a free energy assessment

- Following the verification of eligibility, a trained Energy Advisor will perform a free energy assessment. At the time of the energy assessment, an Energy Advisor will install free energy saving products as well as make recommendations for capital improvement projects.

3. Submit project for pre-approval

- Pre-approval is recommended for all projects. Pre-approval verifies customer eligibility, ensures that your equipment qualifies for incentives and provides a total estimated rebate for your project. Note: pre-approval does not guarantee funds, which are available on a first-come, first-served basis. Have questions on the pre-approval process? Contact your Energy Advisor at 888-391-8702.

4. Receive pre-approval and complete project

- Once you receive your pre-approval from the MFWX Program, begin your project. Projects must be completed within 60 days of pre-approval.

5. Submit final application

- Email the completed application and all supporting documentation to the program or Energy Advisor once the work is installed and complete.
 - **Email:** BlackHillsIQ@franklinenergy.com

Complete program documentation, including the following:

- Signed, completed Incentive Application, including Sections 5 and 6.
 - Submit the signed, pre-approved application and complete Section 5.
 - If the project has changed by more than 10% from the original, pre-approved project, please contact the program at 888-391-8702. You may need to submit another application for pre-approval.
 - Itemized customer invoice, including quantities, model numbers, labor costs and the Black Hills Energy incentives deducted from the total project cost.
 - Equipment specifications, if changed from original pre-application submission.

6. Once the final application is approved, an incentive check will be mailed directly to the payee listed on the application.

INCENTIVE APPLICATION

Office Use only: Project ID Number:

Section 1 Customer Information

Company Name

Customer Contact Name	Title		
Telephone	Email		
Installation Address			
City		State	ZIP
Black Hills Energy Electric Account Number			
Name As It Appears on Your Black Hills Energy Utility Bill			
Residence Information <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Apartment <input type="checkbox"/> Condo	Year Built		
	Square Footage		

Section 2 Trade Ally Information

Trade Ally Company Name

Federal Taxpayer ID Number (FEIN)	Tax Status (check one)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership
		<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Tax Exempt	<input type="checkbox"/> Other _____
Trade Ally Contact Name				
Telephone	Email			

Section 3 Incentive Payment Information

Payee Business Name	Attention To	
Payment Address		
City	State	ZIP

INCENTIVE APPLICATION

Section 4 Incentive Product Information

Please refer to Incentive Catalog for incentive codes, incentive per unit and product eligibility requirements. Use the table below to request eligible measure selections.

Product ID	Incentive Code	Measure Name	# of Units
A			
B			
C			
D			
E			
F			
G			
H			
I			
J			
K			
L			
M			
N			
O			
P			
Q			
R			
S			
T			
U			

Manufacturer Specifications Attached: Yes No

* Final incentive total cannot exceed total project cost. If the final incentive is more than 10% different than the pre-approved incentive amount, please contact your Energy Advisor.

INCENTIVE APPLICATION

Section 5 Pre-Approval Signatures and Certification (N/A for Final Applications)

Customer Signature	Print Name	Date
Trade Ally Signature	Print Name	Date

Section 6 Final Signatures and Certification

CUSTOMER

I agree that the stated energy-efficient measure(s) was/were installed at the job site address listed above as part of the Multifamily Weatherization Program. To the best of my knowledge, the information provided in this application is true and correct. I have read and understand the program requirements and Terms and Conditions set forth in this application and agree to abide by these requirements. I verify by my signature hereto that I have authority to submit this application.

Customer Signature	Print Name	Date
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TRADE ALLY

I agree that the stated energy-efficient measure(s) was/were installed at the job site address listed above as part of the Multifamily Weatherization Program, in accordance with the policies outlined in the Trade Ally Agreement. To the best of my knowledge, the information provided in this application is true and correct.

Trade Ally Signature	Print Name	Date
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Submit your completed application and supporting documentation by either email or mail.

- **Email:** BlackHillsIQ@franklinenergy.com
- **Mail:** Franklin Energy
Attn: MFWX Program
6385 W. 52nd Ave., Suite 1A
Arvada, CO 80002

LIGHTING ENERGY EFFICIENCY MEASURES, PRICES AND INCENTIVES

LAMP REPLACEMENT

LED Replacement Lamp

Requirements:

- Must replace incandescent lamp
- Screw-in and pin-base lamps are eligible
- Tubular LEDs are not eligible

Measure Name	Code
LED (\leq 5 W)	L1
LED (5-10 W)	L2
LED (10-20 W)	L3
LED (20-22 W)	L4

Tubular LED

Requirements:

- DLC® listed
- Must be a one-for-one replacement of T12, T8 or T5 fluorescent lamps
- Type A, B, C or dual mode qualifies
- Must provide Model Number and/or DLC Product ID of new lamp

Measure Name	Code
2FT TLED	L35
4FT TLED	L36
8FT TLED	L37

FIXTURE REPLACEMENT

LED or LEC Exit Sign

Requirements:

- Must replace incandescent exit sign

Measure Name	Code
LED Exit Sign	L5

LED Downlight

Requirements:

- ENERGY STAR® certified
- Must replace incandescent downlight fixture
- Must be 50W or less commercial LED downlight fixture

Measure Name	Code
LED Downlight	L6

LIGHTING ENERGY EFFICIENCY MEASURES, PRICES AND INCENTIVES

LED Recessed Fixture

Requirements:

- DLC® listed
- Replace T8 or T12 fixture with LED recessed troffer fixture

Measure Name	Code
LED Recessed Fixture 1x4	L7
LED Recessed Fixture 2x2	L8
LED Recessed Fixture 2x4	L9

LED Strip Fixtures

Requirements:

- DLC listed

Measure Name	Code
8' LED Strip Fixture (1x8)	L25
4' LED Strip Fixture (1x4)	L26

LED High Bay

Requirements:

- DLC listed
- Must replace inefficient incandescent, halogen, metal halide, HID or sodium lamp
- Linear fluorescent lamp fixtures are eligible for LED replacement

Measure Name	Code
LED High Bay – 250W Replacement	L38
LED High Bay – 400W Replacement	L39
LED High Bay – 1,000W Replacement	L40

Stairwell Fixtures with Integral Occupancy Control

Requirements:

- Microwave sensors accepted on a case-by-case basis in scenarios where infrared sensors may not be the best solution. Pre-approval and a written statement are required for approval of microwave occupancy sensors.
- DLC listed
- Replace 2-4 lamp T12 or T8 fixture
- Replacement fixture can be 2-3 lamp T8 or 20-30W LED with integral occupancy control

Measure Name	Code
Stairwell Fixtures with Integral Occupancy Control	L10

LIGHTING ENERGY EFFICIENCY MEASURES, PRICES AND INCENTIVES

OCCUPANCY SENSORS

Occupancy Sensor

Requirements:

- Microwave sensors accepted on a case-by-case basis in scenarios where infrared sensors may not be the best solution. Pre-approval and a written statement are required for approval of microwave occupancy sensors
- Hardwired passive infrared and/or ultrasonic detector
- Units with manual "ON" overrides are not eligible

Measure Name	Code
Ceiling Occupancy Sensor	L11
Wall Occupancy Sensor	L12

EXTERIOR LIGHTING: FIXTURE REPLACEMENT

LED Outdoor Pole/Arm Mounted Parking and Roadway

Requirements:

- DLC® listed
- Must replace HID fixture

Measure Name	Code
LED Outdoor Pole/Arm Mounted Parking/Roadway <30W	L14
LED Outdoor Pole/Arm Mounted Parking/Roadway 30-75W	L15
LED Outdoor Pole/Arm Mounted Parking/Roadway ≥75W	L16

Exterior LED Wall Pack

Requirements:

- DLC listed
- Fixture must be rated for outdoor use
- Must replace HID fixture

Measure Name	Code
Exterior LED Wall Packs ≤25W	L17
Exterior LED Wall Packs 25-60W	L18
Exterior LED Wall Packs ≥60W	L19

LED Parking Garage

Requirements:

- DLC listed

Measure Name	Code
LED Parking Garage/Canopy <30W	L20
LED Parking Garage/Canopy 30-75W	L21
LED Parking Garage/Canopy >75W	L22

LIGHTING ENERGY EFFICIENCY MEASURES, PRICES AND INCENTIVES

LED Flood

Requirements:

- DLC® listed
- Fixture must be rated for outdoor use
- Must replace HID fixture

Measure Name	Code
LED Flood Light <15W	L23
LED Flood Light >15W	L24

Custom Electric

Requirements:

- Must provide existing and proposed equipment specifications
- Receive pre-approval prior to purchasing and installing your equipment
 - Please contact the program team for help in completing a custom worksheet
 - Items that have prescriptive incentives do not qualify for custom projects
 - Approval of custom projects is at the discretion of the program team pending qualifying energy savings and payback periods

Measure Name	Code
Custom - Electric	L41

MOTORS & DRIVES ENERGY EFFICIENCY MEASURES, PRICES AND INCENTIVES

Variable Speed Drive

Requirements:

- Up to 200 horsepower (HP)

Measure Name	Code
Variable Speed Drive	D1

Variable Speed Drive - Air Compressor

Requirements:

- Up to 50 HP

Measure Name	Code
Variable Speed Drive — Air Compressor	D2

HVAC ENERGY EFFICIENCY

MEASURES, PRICES AND INCENTIVES

Heating and Cooling Systems

Requirements:

Follow EER or COP specifications for each measure as listed below

Measure Name	Code
Packaged Terminal Air Conditioner and Packaged Terminal Heat Pumps	
8,000 BTU/hr or less (11.7 EER)	H1
Greater than 8,000 to 11,000 BTU/hr (11.3 EER)	H2
Greater than 11,000 to 13,000 BTU/hr (10.5 EER)	H3
Greater than 13,000 BTU/hr (9.7 EER)	H4
Packaged A/C & Split Systems	
5.4 tons or less (14 SEER)	H5
Greater than 5.4 tons to 11.24 tons (11.7 EER)	H6
11.25 tons to 19.99 tons (11.7 EER)	H7
20 tons to 63.3 tons (10.5 EER)	H8
Greater than 63.3 tons (9.9 EER)	H9
Air Source Heat Pump Systems	
5.4 tons or less (14 SEER and 8.5 HSPF)	H10
Greater than 5.4 tons to 11.24 tons (11.3 EER and 3.4 COP)	H11
11.25 tons to 19.99 tons (10.9 EER and 3.2 COP)	H12
20 tons or greater (10.3 EER and 3.2 COP)	H13
Water Source Heat Pump Systems	
14 EER and 4.6 COP	H14
Direct Evaporative Pre-Cooling for Air-Cooled Condensers	
Retrofit or add-on for DX systems and air-cooled chillers	H15
Other Systems	
Dehumidifier (ENERGY STAR® certified)	H15
Evaporative Cooler (Greater than 2,500 CFM)	H16
Heat Pump Ductless Mini Split	H17
Room Air Conditioner	H18
Furnace Blower Motor (ECM)	H19

HVAC ENERGY EFFICIENCY

MEASURES, PRICES AND INCENTIVES

Chillers

Requirements:

- HVAC equipment efficiency criteria are based on applicable ARI standard conditions per ARI standard 550/590-98 using a non-CFC refrigerant
- Only units that meet BOTH minimum Full Load and IPLV requirements are eligible for rebates
- Attach a copy of manufacturer's performance sheet showing Full Load and Integrated Part Load Value (IPLV) efficiencies
- Air-cooled chiller efficiencies shall include condenser fan energy

Measure Name	Code
Air-Cooled Chiller with Condenser (ARI Standard Conditions: 44° F leaving chilled water, 2.4 gpm/ton, 95° F entering condenser air.)	
Air-Cooled Chiller with Condenser (Full Load: 11.0 EER) (IPLV: 12.9 EER)	C1
Water-Cooled Chiller, Rotary Screw and Scroll (ARI Standard Conditions: 44° F leaving chilled water, 2.4 gpm/ton, 85° F entering condenser water, 3.0 gpm/ton)	
75 tons or less (Full Load: 0.72 kW/ton) (IPLV: 0.62 kW/ton)	C2
Greater than 75 tons to 150 tons (Full Load: 0.72 kW/ton) (IPLV: 0.60 kW/ton)	C3
Greater than 150 tons to 300 tons (Full Load: 0.63 kW/ton) (IPLV: 0.51 kW/ton)	C4
Greater than 300 tons (Full Load: 0.63 kW/ton) (IPLV: 0.51 kW/ton)	C5

Programmable Thermostat

Requirements:

- Must be a 5-1-1 Day, 5-2 Day or 7-Day programmable thermostat
- Must be professionally installed

Measure Name	Code
Programmable Thermostat / Smart Thermostat	G3

WEATHERIZATION

MEASURES, PRICES AND INCENTIVES

Measure Name	Code
Low E Storm Windows (CAC & Electric Heat)	W1
Low E Storm Windows (CAC)	W2
Low E Storm Windows (Electric Heat)	W3
Attic Insulation (R-38, CAC & Electric Heat)	W4
Attic Insulation (R-38, CAC Only)	W5
Attic Insulation (R-38, Electric Heat)	W6
Wall Insulation (R-13, CAC & Electric Heat)	W7
Wall Insulation (R-13, CAC Only)	W8
Wall Insulation (R-13, Electric Heat)	W9
Basement Sidewall Insulation (R-11, CAC & Electric Heat)	W10
Basement Sidewall Insulation (R-11, CAC Only)	W11
Basement Sidewall Insulation (R-11, Electric Heat)	W12
Rim/Band Joist Insulation (R-13, CAC & Electric Heat)	W13
Rim/Band Joist Insulation (R-13, CAC Only)	W14
Rim/Band Joist Insulation (R-13, Electric Heat)	W15
Air Sealing (CAC & Electric Heat/CFM50)*	W16
Air Sealing (CAC Only/CFM50)*	W17
Air Sealing (Electric Heat/CFM50)*	W18
Duct Sealing (CAC & Electric Heat/CFM25)*	W19
Duct Sealing (CAC & Gas Heat/CFM25)*	W20
Duct Sealing (CAC Only/CFM25)*	W21
Duct Sealing (Electric Heat Only/CFM25)*	W22

*Air sealing and duct sealing measures require a pre- and post-blower door test. Incentive amount is per CFM50 or CFM25 reduced.

EQUIPMENT UPGRADES

MEASURES, PRICES AND INCENTIVES

Measure Name	Code
Ceiling Fan (ENERGY STAR® certified)	E1
Refrigerator (ENERGY STAR certified)	E2
Clothes Washer (ENERGY STAR certified)	E3
Clothes Dry (ENERGY STAR certified)	E4
Dishwasher (ENERGY STAR certified)	E5
Freezer (ENERGY STAR certified)	E6
Smart Powerstrip (7-outlet; Tier 1)	E7

TUNE-UP ENERGY EFFICIENCY MEASURES, PRICES AND INCENTIVES

Air Conditioner (AC)/Rooftop Unit (RTU) Electric Tune-Up

Requirements:

Facility must, as applicable, complete the tune-up requirements listed below by an approved technician. Documentation must be provided using the program checklist for each qualifying tune-up. See checklist below.

- Check refrigerant charge
- Identify and repair leaks if refrigerant charge is low
- Measure and record refrigerant pressures
- Measure and record temperature drop at indoor coil
- Clean condensate drain line
- Clean outdoor coil and straighten fins
- Clean indoor and outdoor fan blades
- Clean indoor coil with spray-on cleaner and straighten fins
- Repair damaged insulation – suction line
- Change air filter
- Measure and record blower amp draw

Measure Name	Code
Air Conditioner Tune-Up	TU1

ROOFTOP UNIT (RTU) / AIR CONDITIONER TUNE-UP CHECKLIST

The facility must, as applicable, complete the tune-up requirements listed below by an accepted Trade Ally technician.

Requirement	Completed	Not Applicable (N/A)	Technician Notes
1. Check refrigerant charge	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
2. Identify and repair leaks if refrigerant charge is low	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
3. Measure and record refrigerant pressures	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
4. Measure and record temperature drop at indoor coil	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
5. Clean condensate drain line	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
6. Clean outdoor coil and straighten fins	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
7. Clean indoor and outdoor fan blades	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
8. Clean indoor coil with spray-on cleaner and straighten fins	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
9. Repair damaged insulation – suction line	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
10. Change air filter	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	
11. Measure and record blower amp draw	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A	

TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

- Participants must be a current Black Hills Energy customer. Additional eligibility requirements are dependent on customer fuel type and location. Customer eligibility is determined by The Program.
- Where applicable, energy-efficiency ratings must comply with those listed in the Measures section of this catalog.
- All projects require pre-approval BEFORE project initiation or equipment purchase to guarantee fund availability.
- All projects are subject to on-site post installation inspection and verification.
- This program is subject to regulatory rules and orders, and Black Hills Energy reserves the right to change or to end any portion of this program without notice. All equipment must be new. No reconditioned or used equipment would qualify for incentives.
- A final, itemized invoice for all materials and labor related to the installation must be attached to the incentive application. Applications must be completed in full; incomplete or incorrect applications will delay processing and may be returned.
- Funding for these incentives is limited. Applications will be processed on a first-come, first-served basis.

INCENTIVE LIMITS

Incentives are not limited to a cap per site or customer. Depending on your business tax classification, you may receive IRS Form 1099 for incentives totaling over \$600 in a calendar year.

TRADE ALLY INFORMATION

A Trade Ally represents the company who provided/installed the equipment for a project or performed the service for which a customer is seeking an incentive. Trade Allies who have signed an agreement with the Black Hills Energy Multifamily Weatherization Program are allowed to enjoy certain program benefits, including increased incentives over prescriptive incentive offerings and to receive direct payment of incentives from The Program. Incentives can only be paid directly to a Trade Ally, if the Trade Ally has completed and submitted a Trade Ally Application.

The Federal Employer Identification Number (FEIN) and Business Classification of the Trade Ally is required to receive incentives paid directly from The Program. The credit must be clearly labeled as the Black Hills Energy MFWX Program incentive and deducted from the amount due.

BLACK HILLS ENERGY INFORMATION

Black Hills Energy works with eligible Colorado businesses to install cost-effective energy efficiency projects. Black Hills Energy information, resources and financial incentives help to implement projects that otherwise would not get completed, or to complete projects sooner than scheduled.

Black Hills Energy is committed to providing safe, reliable and affordable energy in a manner that protects the environment.

PARTICIPATION REQUIREMENTS

Before you start your project, please make sure you are familiar with participation requirements, program information and Terms and Conditions.

Section 1. Incentive Offer: Products must be purchased and installed within the date range outlined on the Application being submitted. Applications must be postmarked within the number of calendar days listed on the Application being submitted. The Applicant understands that the Program must pre-approve all 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 invoices that clearly itemize the product(s) and/or services(s) received. Purchase orders, proposals and quotes are not considered proof of purchase.

Section 2. Compliance: The Applicant's procurement, installation, and implementation of energy efficiency measures shall be accomplished in accordance with the requirements outlined in the Trade Ally Agreement and Trade Ally Catalog. The Applicant 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 shall comply with federal, state and local regulations. All equipment must be new. Displaced equipment must be removed and not reused. Verification of compliance with the terms and conditions of this provision shall solely be at the Program's discretion.

Section 3. Marketing: The Applicant shall not use the Program's or the Implementer's corporate name, logo, identity, any affiliation, or any related logo including the "Black Hills Energy" name, logo, or identity, for any marketing, advertising or solicitation without prior written consent of the Program. Such written consent may be withheld in the Program's sole discretion. When referencing Black Hills Energy involvement with any project, the Applicant shall collaborate with the Program to prepare any press release and to plan for any news conference and agrees to provide Black Hills Energy, 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. The Program reserves the right to publicize the Applicant's participation in the MFWX Program unless a written request is submitted to blackhillsiq@franklinenergy.com no later than fifteen (15) days after receiving payment from the Program.

Section 4. Program Discretion: Rewards are available on a first-come, first-served basis. This offer is subject to change or termination without notice at the sole discretion of Black Hills Energy.

Black Hills Energy reserves the right to change or discontinue this program at any time without notice. The Program also reserves the right to withhold incentive payment until identified problems with a project are resolved and to withhold or terminate an incentive payment due to any party's failure to follow any and all applicable terms and conditions, rules, or procedures. The acceptance of incentive applications and qualification of systems is determined solely by the Program and acceptance of this application does not guarantee payment of an incentive.

TERMS AND CONDITIONS

Section 5. Disclaimers, Representations, and Warranties: Black Hills Energy and the Program Administrator (collectively for this section “the Program”) do not endorse any particular trade ally, manufacturer, product, system, or design by offering an incentive. The Program is not responsible for any tax liability imposed on the recipient as a result of the payment of incentives. The Program 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, equipment, 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. The Program does not guarantee that installation and operation of incentivized measures will result in reduced energy usage or in cost savings. The Program is not responsible for the proper disposal/recycling of any waste generated as a result of this project. The Program is not liable for any damages, including any incidental or consequential damages, arising out of the operation or malfunction of the products, equipment, or appliances, or the installation thereof.

Section 6. Indemnification: Applicants shall protect, indemnify, defend and hold harmless Black Hills Energy and the Program, their respective affiliates, subsidiaries, parent companies, officers, directors, agents, and employees, against any and all losses, damages, expenses, fees, costs and liability arising from or in any way connected with any program, design, consulting, product, system, equipment, or appliance. The Applicant agrees that such obligations under this section shall survive any expiration or termination of this Application and shall not be limited by any enumeration herein of required insurance coverage. To the maximum extent permitted by law, the Applicant agrees to limit Program Administrator’s liability to the Applicant 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. Applicant hereby expressly waives the right to specifically enforce this Application.

Section 7. Misrepresentation: Making false statements on the Program 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 that subjects such person to criminal and civil penalties. Any and all funds determined, in the Program’s sole discretion, to have been acquired on the basis of fraudulent or misrepresented information must be fully returned to the MFWX Program. Should the Applicant or its representative apply for and receive duplicate payment, the Program reserves the right to recover payments made in excess of the entitled Reward. This section shall not limit other remedies that may be available for the filing of false or fraudulent applications.

Section 8. Miscellaneous:

(1) Governing Law. This Application shall be governed, construed and enforced in accordance with the internal laws of the State of Wisconsin, without regard to any law of conflicts 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 Madison, Wisconsin with regard to any controversy in any way relating to the execution, delivery or performance of this Application that is not resolved by Arbitration. 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 this Agreement shall be the Dane County, Wisconsin Circuit Court or the Federal District Court for the Western District of Wisconsin.

(2) Compliance with Applicable Laws. The Applicant shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, rules and regulations which are in effect during the period of this Application and which in any manner affect the performance of this Application. This Application shall be construed and enforced, in accordance with the laws of the State of Wisconsin and the laws of the United States. All references to statutes or regulations contained in this Application shall be construed to include successors thereto.

(3) Assignment. The Program may assign, transfer or convey this Application or any of the Program’s rights, obligations, interests or responsibilities hereunder, in whole or in part, without the consent of Applicant.

(4) Severability. If any provision of this Application is illegal, invalid, or unenforceable under present or future laws effective during the term of this Application, that provision shall be fully severable and this Application shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Application. The remaining provisions of this Application shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, this Application shall be reformed to include as a part of this Application a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, or enforceable.

(5) Risk of Loss. Black Hills Energy and Program Administrator at no time assumes risk of loss for any personal property of the Applicant.

(6) 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.

HAVE QUESTIONS OR NEED HELP COMPLETING YOUR APPLICATION?

CALL US AT 888-391-8702 OR
EMAIL BLACKHILLSIQ@FRANKLINENERGY.COM.

