



Payment Release Authorization Form

The Ameren Illinois Energy Efficiency Business Program works with eligible Ameren Illinois non-residential customers to install cost-effective energy efficiency projects. Complete and submit this form only if the incentive payment is to be paid to an entity other than the Ameren Illinois customer of record, listed in the "Customer and Project Information" section of the project Application Form.

This authorization may be cancelled or changed by the customer at any time prior to final application approval by providing a written notice to the program. Changes and cancellations will result in a confirmation email to both the customer and the third party.

Check payable to:			
Company Name		W-9 form is required documentation Click here for a blank W-9 form	
Mailing Address	City	State	Zip
Contact Name		Title	
E-mail Address	Phone (XXX) XXX-XXXX	Ext.	Fax (XXX) XXX-XXXX

Ameren Illinois Customer Signature Area

I am authorizing the payment of the incentive associated with (Project Description) _____ to the third party named above. I understand and agree that I will not be receiving the incentive payment from Ameren Illinois. I also understand and agree that my release of payment to a third party does not exempt me from the program requirements and Terms and Conditions (p. 2) specified in the Application Form.

Ameren Illinois Customer Name (Company) _____

Print Name: _____ **Date: (mm/dd/yyyy)** _____

Customer Email (required): _____

Signature: _____ **Title:** _____

*Electronic signatures are not accepted for this form.
The Ameren Illinois Customer must sign this section,
by hand, and submit to the program.*

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Terms and Conditions

1. DEFINITIONS: In addition to terms defined elsewhere herein, when any one of the following terms is used in these Terms and Conditions, wherein the first letter is written with a capital letter, then that term shall have the following definition. Words importing persons include corporation, and words importing only the singular include the plural and vice versa when the context requires.

- a) **"Ameren Illinois"** shall mean Ameren Illinois Company d/b/a Ameren Illinois.
- b) **"Application"** shall mean the Customer completed document used to apply for cash incentives, program Terms and Conditions, and any other appropriate application-specific documentation.
- c) **"Application Guide"** shall mean the downloadable file (PDF format) that includes: directions for completing the Application, Customer eligibility criteria, and any other appropriate documentation.
- d) **"Customer"** shall mean an Eligible Customer who has submitted an Application for incentive money using their Ameren Illinois account number. The Customer shall become a party to the agreement upon acceptance of Customer's Application by Ameren Illinois.
- e) **"Custom Initiative"** shall mean those projects associated with incentives that are not Standard or Streetlighting Initiatives, including but not limited to: *Custom, New Construction Lighting, and Feasibility Study*. See 1.k) below for a list of Standard Initiative Applications.
- f) **"EEM"** shall mean energy efficiency measures.
- g) **"Eligible Customers"** shall mean non-residential electric and/or gas Customers of Ameren Illinois. Each application has different eligibility requirements for Delivery Service rates (DS# for electric, GDS# for gas) to be eligible for that program. Refer to the specific program applications to determine if your business is eligible for that application. The Ameren Illinois incentive payments are awarded only to Eligible Customers for equipment that is owned by them and installed in the Ameren Illinois service area at the location that corresponds with the Ameren Illinois account number listed in the Application. All Eligible Customers are ultimately responsible for compliance with these Terms and Conditions.
- h) **"Facility"** shall mean a single premise that, in general, consists of a contiguous tract of land separated by nothing more than a street, alley, or railroad right-of-way, where all buildings and/or energy-consuming devices are owned by a single Customer.
- i) **"New Construction"** shall include construction of new buildings, change-of-use of existing buildings or land, additions to existing buildings, or when two or more building systems are renovated, such as shell and heating, heating and lighting, etc.
- j) **"Pre-approval"** shall mean written notification to Customer of a maximum pre-approved incentive amount through a Pre-approval letter, which Ameren Illinois issues after review of the Customer's Application.
- k) **"Program Bonus"** shall mean any seasonal, temporary, or promotional additional incentive monies provided by Ameren Illinois to the Customer.
- l) **"Qualifying Energy Efficiency Measures (EEMs)"** shall mean either (i) standard gas or electric EEMs (i.e., measures found on any of the Standard Initiative applications: *Lighting, VFD, HVAC, Specialty Equipment, Steam Trap, and Leak Survey and Repair*); or (ii) measures eligible under the Custom Initiative approved by Ameren Illinois; or (iii) measures found in the Streetlighting or Retro-commissioning Initiative as identified in official program materials found on the Ameren Illinois Energy Efficiency website. Technologies that purport to save energy through reduction of voltage, demand, or power conditioning are not Qualifying EEMs. EEMs that displace electrical energy use or natural gas to another fuel (i.e., fuel switching proposals) are not Qualifying EEMs. Other than geothermal projects, renewable energy projects (solar, wind power, etc.) are also not eligible for incentives under this program. Unless explicitly pre-approved, EEMs must be new and covered by warranties. Natural Gas (gas) incentives do not include propane or butane measures.
- m) **"Standard Initiative"** shall mean those projects associated with Standard gas or electric EEMs. Standard Initiative includes the following: *Lighting (not New Construction Lighting), VFD, HVAC, Specialty Equipment, Equipment Installation, Municipality Owned Street Lighting, Smart Thermostat, Steam Trap and/or Leak Survey and Repair*. See the Ameren Illinois Energy Efficiency website for applications (AmerenIllinoisSavings.com).

2. OWNERSHIP OF CAPACITY AND/OR ENVIRONMENTAL CREDITS:

- a) EEMs purchased and installed in part through incentives provided by this program are the property of the Customer, subject to any limitations contained within these Terms and Conditions.
- b) Notwithstanding the above, unless otherwise requested in writing by the Customer prior to installation of the EEMs, Ameren Illinois holds sole rights to any system capacity credits and environmental credits that may be associated with EEMs for which incentives from Ameren Illinois were received, and Ameren Illinois can dispose of these credits in any manner authorized by law or regulation.
- c) In no event shall activity associated with any energy or environmental credits noted in Section 2(b) result in interference with the Customer's sole discretion to operate EEMs as approved in his/her incentive award.

3. PRE-APPROVAL

For all Applications, Ameren Illinois is not obligated to award any incentive payment unless Pre-approval is granted. Further, Ameren Illinois will not pay incentives for any EEMs ordered or any purchase order generated prior to the date of the Pre-approval letter, UNLESS, the requested incentive is less than \$10,000 on any Standard Initiative Application (see 1.j) above). Pre-approval reserves incentive funds for a period up to the Estimated Completion Date provided in the Pre-approval letter. After the Estimated Completion Date, Ameren Illinois may revoke the Pre-approval letter and associated incentive funds. Customer is responsible for ensuring application is accurate and equipment meets eligibility requirements in order to receive the Pre-approval incentive payment.

4. POST-INSTALLATION VERIFICATION: Ameren Illinois is not obligated to make any incentive payment until it has performed a satisfactory post-installation verification. This provision may be waived at the sole discretion of Ameren Illinois.

5. INCENTIVE PAYMENT AMOUNTS:

- a) Incentive caps (per program year for a facility) are defined as follows:
 - i) Standard, Custom, and Retro-Commissioning applications: Electric incentives are capped at \$500,000 per project. Gas incentives are capped at \$100,000 per project.
 - ii) Incentives awarded under the Staffing Grant will be pro-rated based upon the energy savings achieved compared to the accepted savings in the staffing grant pre-approval letter, up to the pre-approved staffing grant incentive amount. See the Staffing Grant Application for further criteria.
 - iii) New Construction Lighting, Feasibility Study, Leak Survey and Repair, Strategic Energy Monitoring, Small Business Direct Install, and Metering & Monitoring incentives are capped all capped at lower amounts. Please see individual applications for further details.
- b) Ameren Illinois reserves the right to adjust and/or negotiate the incentive amount, based upon its independent assessment of appropriate savings or cost estimates.
- c) Once an incentive Application is pre-approved, Ameren Illinois will pay no more than the pre-approved incentive amount.
- d) Ameren Illinois reserves the right to cap incentives at \$10,000 for Standard projects that did not obtain pre-approval.
- e) The sum of all Incentives and any applicable Program Bonuses for Standard, Custom, or New Construction applications will be capped at the project cost, which includes material cost and external labor cost (Internal labor is not considered in the project cost). Steam Trap Surveys are eligible for incentives when internal labor is used per the guidelines of the Steam Trap application.

6. MONITORING AND EVALUATION FOLLOW-UP VISITS: Customer grants Ameren Illinois and any of its agents, the right to make follow-up visits, inspections or surveys of the Customer's facility during the 36 months following the completion date of the project at a time convenient to the Customer. If Ameren Illinois discovers that the EEMs were not actually and properly installed or were subsequently disconnected within 36 months after installation, Ameren Illinois shall be entitled to money damages equal to the total amount of incentive payments made plus interest.

7. CHANGES IN/CANCELLATION OF THE PROGRAM:

- a) Ameren Illinois may change the program requirements, incentives, or these Terms & Conditions at any time without notice, including suspending acceptance of Applications, denial of Applications already received, or terminating the program.
- b) In the event of program change, Applications that have been granted Pre-approval will be processed to completion under the Terms & Conditions in effect at the time of Pre-approval by Ameren Illinois.
- c) Cash incentives under the Ameren Illinois programs are offered on a first-come, first-served basis and are subject to project and Customer eligibility, and the availability of funds.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION:

a) AMEREN ILLINOIS' TOTAL LIABILITY TO CUSTOMER UNDER THESE TERMS AND CONDITIONS, OR ANY OTHER REQUIREMENT OF CUSTOMER'S APPLICATION OR CONDITION OF INCENTIVE AWARD SHALL BE LIMITED TO PAYING THE INCENTIVE PAYMENTS SPECIFIED IN THE APPLICATION OR PRE-APPROVAL LETTERS. AMEREN ILLINOIS, ITS PARENT, AFFILIATES AND SUBSIDIARIES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS SHALL NOT BE LIABLE TO THE CUSTOMER OR FOR ANY DAMAGES IN TORT (INCLUDING NEGLIGENCE) CAUSED BY ANY ACTIVITIES ASSOCIATED WITH THIS APPLICATION; LOSS OF PROFITS OR REVENUE; LOSS OF USE OF CUSTOMER'S PROPERTY, EQUIPMENT OR POWER SYSTEM; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST AND COST OF PURCHASED OR REPLACEMENT POWER; OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER. BY PARTICIPATING IN THE AMEREN ILLINOIS PROGRAM, CUSTOMER AGREES TO WAIVE ANY CLAIMS, EXCEPT AS PROVIDED IN THIS ARTICLE 8.a) ABOVE, AND FULLY RELEASES AMEREN ILLINOIS FROM ANY OTHER DAMAGES, OF ANY KIND ARISING OUT OF OR RELATED TO CUSTOMER'S APPLICATION.

b) The Customer shall defend, protect, indemnify, and hold harmless Ameren Illinois, its parent, affiliate and subsidiaries, and their representative directors, officers, employees, and agents from and against all liabilities, losses, claims, damages, judgments, penalties, costs and expenses (including, without limitation, attorney's fees and expenses) with respect to all demands, claims, suits, causes of action, and/or judgments for injuries, including death, to any person, of third parties, and for property damage incurred by or assessed against Ameren Illinois arising out of or relating to Customer's Application.

9. NO WARRANTIES: Ameren Illinois does not guarantee the energy savings and its parent, affiliates, employees, and agents do not make any representations or warranties of any kind regarding the results to be achieved by the EEMs or the adequacy or safety of such measures. Ameren Illinois and its parent, affiliates, employees, and agents do not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and it provides no warranties, expressed or implied, including any implied warranty of merchantability or implied warranty of fitness for any product or services. Ameren Illinois has no obligations regarding and does not endorse or guarantee any claims, promises, work, or equipment made performed or furnished by any contractors or equipment vendors that sell or install EEMs.

10. CUSTOMER SHALL PAY ALL TAXES: Incentive payments received by the Customer or any Third Party Payee under this Agreement may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes, regardless of who receives the incentive.

a) Except as expressly provided herein, if either Ameren Illinois or the Customer desires to modify these Terms and Conditions, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought.

11. REMOVAL OF EQUIPMENT: The Customer agrees, as a condition of participation in the program, to remove and dispose of any equipment being replaced by the EEMs in accordance with all applicable laws, rules, and regulations. The Customer further agrees not to reinstall any of replaced equipment anywhere in Illinois, or transfer it to any other party for installation in Illinois.

12. CHOICE OF LAW AND DISPUTES.

a) THESE TERMS AND CONDITIONS, OR ANY OTHER REQUIREMENT OF THE APPLICATION GUIDE OR CONDITION OF INCENTIVE AWARD WILL BE GOVERNED IN ALL RESPECTS BY THE LAWS, STATUTES, AND REGULATIONS OF THE STATE OF ILLINOIS. AMEREN ILLINOIS AND CUSTOMER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT EITHER SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PROJECT.

b) Customer agrees that any dispute arising out of or related to the workmanship or performance of an EEM or the adequacy or safety or such measure shall be resolved solely between the Customer and either the EEM contractor or equipment provider (Rev16)