

2024  
Existing Buildings



# Lighting—Systems & Sensors

WE ARE MASS SAVE®:



The Retrofit Program is designed to help commercial and industrial customers replace aging, inefficient equipment and systems with energy-efficient technologies. The Retrofit Program provides a customer with incentives that will facilitate the installation of premium efficient lighting.

## Application Instructions

### For Replacement of Operating Equipment

1. Is your project eligible?
  - Equipment shall be new and shall be installed in a commercial, industrial, institutional, educational, or municipal building within an electric Sponsor's service territory.
2. Is the equipment you intend to buy eligible?
  - Product types listed in this form are eligible for prescriptive incentives. However, other measures not listed here may be eligible for custom incentives using the custom application.
  - Equipment that has received an incentive at the distributor level through the Instant or Midstream Lighting Program or through any other offering of the Mass Save Sponsors is not eligible for the incentives on this application. The incentive amounts within this application cannot be combined with any other incentives offered by the Mass Save Sponsors.
3. Pre-approval requirements:
  - Contact your electric Sponsor before purchasing and installing the equipment.
  - To see if the energy efficiency measure qualifies for an incentive:
    - i. Review the terms and conditions governing the program, then submit a completed application form with an authorized signature.
    - ii. Submit a copy of the manufacturer's technical specification sheets ("cut sheets") for each type of eligible equipment to be purchased.
    - iii. Once pre-approved, a "pre-approved incentive letter" will be issued.
4. Installation and incentive requirements:
  - Once pre-approved, purchase and install the qualifying equipment within twelve (12) months of Sponsor's pre-approval.
  - Return the required information to your electric Sponsor within 30 days of the installation:
    - i. A copy of the completed and signed pre-approval application.
    - ii. If there is a change in equipment, please submit new manufacturer's cut sheets for each type of eligible equipment purchased.
    - iii. A copy of your invoice indicating proof of purchase must indicate type, size, make, and model number of the equipment and date of purchase and installation.
    - iv. At the post-installation verification, the customer is required to sign the post-installation customer acknowledgment section of the original application.
    - v. Projects with NLC/LLLC: customers must complete the attached Performance Testing documentation to receive codes 63A+65A. NLC/LLLC Systems not meeting the data and reporting requirements may be eligible for lower tier control incentives.

## Program Details

This incentive program covers applications created on or after January 1, 2024. Details, including incentive levels, are subject to change without prior notice. Any projects not fully completed by December 31, 2024 may not qualify for incentives. Contact your Sponsor for the latest program details.

Once completed, send this application form to the electric Sponsor serving the specific customer account where the selected efficiency measure(s) will be installed. Contact information for all Mass Save Sponsors can be found on Page 3 of this application.

# Mass Save Incentive Application

All Fields on This Page Are Required to Complete Your Application

## Indicate the Electric Sponsor and Account Number for This Application

Cape Light Compact	Eversource	National Grid	Unitil
ELECTRIC ACCOUNT NUMBER			

## Account Holder Information

COMPANY NAME	INSTALLATION SITE NAME	APPLICATION DATE	
INSTALLATION ADDRESS	CITY	STATE	ZIP
MAILING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP
CONTACT NAME	EMAIL ADDRESS	PHONE	
BUILDING TYPE	IF OTHER, PLEASE SPECIFY	SQUARE FEET COVERED BY NEW EQUIPMENT	

## Payment Method—Payee Must Submit a W-9 Form (Tax ID # Required if Receiving Rebate)

PAYMENT TO (PAYEE) Customer    Vendor/Installer	PAYEE TAX ID #
CHECK PAYABLE TO	PAYEE COMPANY TYPE Incorporated    Not Incorporated    Exempt

## Vendor Information

VENDOR/INSTALLER	CONTACT PERSON		
PHONE	EMAIL ADDRESS		
STREET ADDRESS	CITY	STATE	ZIP
VENDOR/INSTALLER AUTHORIZED SIGNATURE (NOT APPLICABLE IF CUSTOMER IS PAYEE)			DATE

## Customer Acceptance of Terms

PRE-INSTALLATION I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the Terms and Conditions on the back of this form.	ANTICIPATED COMPLETION DATE	
PRINT NAME	AUTHORIZED SIGNATURE	DATE
POST-INSTALLATION I certify that I have seen the energy efficiency measure(s) that have been installed and I am satisfied with their installation.		
PRINT NAME	AUTHORIZED SIGNATURE	DATE

## Sponsors of Mass Save

Berkshire Gas  
800-944-3212  
[www.berkshiregas.com](http://www.berkshiregas.com)  
efficiency@berkshiregas.com

Cape Light Compact  
800-797-6699  
[www.capelightcompact.org](http://www.capelightcompact.org)  
efficiency@capelightcompact.org

Eversource  
844-887-1400  
[www.eversource.com](http://www.eversource.com)  
efficiencyma@eversource.com

Liberty  
508-324-7811  
[www.libertyutilities.com](http://www.libertyutilities.com)  
efficiency@libertyutilities.com

National Grid  
800-787-1706  
[www.nationalgridus.com](http://www.nationalgridus.com)  
efficiency@nationalgrid.com

Unitil  
888-301-7700  
[www.unitil.com](http://www.unitil.com)  
efficiency@unitil.com

# Lighting Systems

## Eligibility Requirements and Incentive Details



Facility lighting must average a minimum of 2,000 hours per year.

For Replacement of Operating Equipment

- Equipment that has received an incentive at the distributor level through the Commercial & Industrial Instant or Midstream Lighting Program or through any other offering of the Mass Save Sponsors is not eligible for the incentives on this application.
- All LED fixtures and controls must meet Design Lights Consortium (DLC) technical requirements as indicated per product code. For information on technical requirements, visit [www.designlights.org](http://www.designlights.org).







Fixture types that are not defined by the categories below or not included in the current DLC may be eligible for incentives under a custom application. Contact your Sponsor for more details.

## Lighting Systems Eligibility and Incentive Levels (Complete Retrofit Lighting Systems Inventory Worksheet)





Product Code	Product Description	Per-Lamp Incentive	Eligibility Criteria	Min. Watts Saved	Image
<b>Linear Lamp/Ballast Replacement Options</b>					
81AT8	T8 Linear Replacement Lamps: 2', 3', 4' & 8' T8 UL Type A, B, or AB Lamps	\$5	DLC Technical Requirements for Linear Replacement Lamps	10	
81AT5	T5 Linear Replacement Lamps: 4' T5 & 4' T5HO UL Type A, B, or AB Lamps	\$10			
81ATB	U-Bend Linear Replacement Lamps: UL Type A, B, or AB Lamps	\$10			
81	T8 LED Linear Retrofit Tube Kits: UL Type C LED tubes that use the existing bi-pin fluorescent sockets are not eligible.	\$15 (per-lamp incentive within a qualifying kit)	T8 LED Linear Retrofit Tube Kits and Driver. Eligible Retrofit LED Tube Kits are required to be listed by the DLC and must meet DLC technical requirements.	10	
81D	T5 LED Linear & U-Bend Retrofit Tube Kits: UL Type C LED tubes that use the existing bi-pin fluorescent sockets are not eligible.	\$20 (per-lamp incentive within a qualifying kit)	T5 LED Linear & U-Bend Retrofit Tube Kits and Driver. Eligible Retrofit LED Tube Kits are required to be listed by the DLC and must meet DLC technical requirements.	20	



## Lighting Systems Eligibility and Incentive Levels (Complete Retrofit Lighting Systems Inventory Worksheet)

Product Code	Product Description	Per-Lamp Incentive	Eligibility Criteria	Min. Watts Saved	Image
<b>Indoor Luminaires &amp; Indoor Retrofit Kits</b>					
88A	LED Indoor Retrofit Kits: 1x4, 2x2, and 2x4 Troffers	\$50	LED Indoor Retrofit Kits for 1x4, 2x2, and 2x4 Troffers. Eligible kits are required to be listed by the DLC and must meet DLC technical requirements for indoor retrofit troffer kits.	23	
88B	LED Indoor Troffers: 1x4, 2x2, and 2x4	\$70	LED Indoor 1x4, 2x2, and 2x4 Troffer Fixtures. Eligible fixtures are required to be listed by the DLC and must meet DLC technical requirements for indoor troffer luminaires.	23	
89	LED Linear Ambient	\$70	LED Linear Ambient: Direct or with Indirect Component. Eligible luminaires or kits are required to be listed by the DLC and must meet DLC technical requirements for indoor luminaires or indoor retrofit kits—linear ambient with greater than 375 lumens per foot.	23	
91	LED Interior Directional: Wall Wash, Track, or Mono-Point Directional Luminaires	\$40	LED Interior Directional—Wall Wash, Track, or Mono-Point Directional Luminaires (either surface or recessed mounted). Eligible fixtures are required to be listed by the DLC or must meet DLC technical requirements for indoor interior directional luminaires.	23	
82A	LED Display Case: Retail, Cooler, Freezer Case, or Refrigerated Shelving Fixtures	\$40	Eligible LED Display Case fixtures are required to be listed by the DLC and must meet DLC technical requirements for indoor luminaires—case lighting with greater than 50 lumens per foot.	20	
86A	Low Bay: Mid Output (5,000–10,000 lumens)	\$120	LED Indoor Low Bay. Eligible fixtures and kits are required to be listed by the DLC and must meet DLC technical requirements for indoor luminaires or indoor retrofit kits—low bay with 5,000–10,000 lumen minimum light output.	75	
86B	High Bay: High Output (>10,000–30,000 lumens)	\$170	LED Indoor High Bay. Eligible fixtures and kits are required to be listed by the DLC and must meet DLC technical requirements for indoor luminaires or indoor retrofit kits—high bay with 10,000–30,000 lumen minimum light output.	100	
86C	High Bay: Very High Output (>30,000 lumens)	\$250	LED Indoor High Bay. Eligible fixtures and kits are required to be listed by the DLC and must meet DLC technical requirements for indoor luminaires or indoor retrofit kits—high bay with greater than 30,000 lumen minimum light output.	150	

## Lighting Systems Eligibility and Incentive Levels (Complete Retrofit Lighting Systems Inventory Worksheet)

Product Code	Product Description	Per-Lamp Incentive	Eligibility Criteria	Min. Watts Saved	Image
<b>Outdoor Luminaires &amp; Outdoor Retrofit Kits</b>					
85A	Low Output (250-5,000 lumens)	\$150	LED Outdoor Luminaires and Retrofit Kits. Eligible fixtures are required to be listed by the DLC and must meet DLC technical requirements for low output luminaires or kits.	75	
85B	Mid Output (>5,000-10,000 lumens)	\$170	LED Outdoor Luminaires and Retrofit Kits. Eligible fixtures are required to be listed by the DLC and must meet DLC technical requirements for mid-output luminaires or kits.	100	
85C	High Output (>10,000-30,000 lumens)	\$250	LED Outdoor Luminaires and Retrofit Kits. Eligible fixtures are required to be listed by the DLC and must meet DLC technical requirements for high-output luminaires or kits.	150	
85D	Very High Output (>30,000 lumens)	\$300	LED Outdoor Luminaires and Retrofit Kits. Eligible fixtures are required to be listed by the DLC and must meet DLC technical requirements for very-high-output luminaires or kits.	200	

# Lighting Systems Inventory Worksheet

Building and Room Identification (Installation Site): \_\_\_\_\_

		Existing Fixtures (Retrofit Only)				Proposed Fixtures						
	Location	Qty	Lamp/Ballast Description	Device Code	Existing Watts per Fixture/Device	Product Code	Qty	Manufacturer & Model #	Proposed Watts per Fixture/Device	*Annual Operating Hours	Unit Incentive \$	Total Incentive \$
Ex.	Lobby—East Entrance	4	4' 3 Lamp T12 Magnetic	3F40SEM	110 watts	88A	4	ABC Corp.—Model #123	35 Watts	3,200 Hours	\$50	\$200
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If necessary, use embedded Excel file to document additional inventory. **Total Estimated Incentive (This Page):**

NOTE: An electronic version (Excel) of this sheet must be submitted for inventories exceeding this page.  
 \*Facility lighting must average a minimum of 2,000 hours per year, except municipal facilities, which must contact their electric Sponsor for more information on eligibility requirements.




# Lighting Sensors

## Lighting Sensor Eligibility Criteria and Incentive Levels (Complete Retrofit Lighting Sensor Inventory Worksheet)

Product Code	Product Description	Per-Sensor Incentive	Eligibility Criteria	Controlled Watts	Image
<b>Sensors &amp; Control Systems</b>					
61	Remote Mounted Occupancy Sensor	\$40	Comply with manufacturer's coverage recommendations. Ceiling mounted control. No manual "ON" overrides permitted.	40	
62	Daylight Dimming System and/or Occupancy-Controlled Dimming System	\$25 (per fixture)	LED drivers must be automatically controlled based on occupancy or daylight levels.	20 (per fixture)	
63	Interior Integral Fixture Mounted Dual Sensors	\$45 (per fixture)	Integral fixture mounted dual sensors with motion and photocell/ambient light sensors. System to control motion response and illumination levels. Only one incentive per fixture.	20 (per fixture)	
63A	Integral Fixture Mounted Dual Sensors and Network-Capable Controls	\$90 (per fixture)	Integral, fixture-mounted, addressable sensors with motion and photocell/ambient light-sensing capabilities along with embedded programming that can be configured and networked. System to control motion response, illumination levels, and scheduling. Please see additional requirements for networked lighting control systems below. Only one incentive per fixture. See the specification and QPL for specific requirements: <a href="https://www.designlights.org/lighting-controls/">https://www.designlights.org/lighting-controls/</a>	50 (total wattage of networked group)	
64	Wall-Mounted Occupancy Sensors	\$30	Occupancy sensors must operate as automatic on and off. Sensors are wall-mounted devices only. Vacancy sensors with manual ON/OFF options are allowed; however, manual "ON" overrides are not permitted.	20	



## Lighting Sensor Eligibility Criteria and Incentive Levels (Complete Retrofit Lighting Sensor Inventory Worksheet)

Product Code	Product Description	Per-Sensor Incentive	Eligibility Criteria	Controlled Watts	Image
<b>Sensors &amp; Control Systems (Continued)</b>					
65	Outdoor Sensor with Integral Dual Sensors	\$40	Integral fixture mounted dual sensors with motion and photo-cell/ ambient light sensors. System to control motion response and illumination levels. Only one incentive per fixture.	50	
65A	Outdoor Integral Dual Sensors with Adaptive, Network-Capable Controls	\$90 (per fixture)	Outdoor integral controller (may be NEMA mounted). Controller to be programmable and able to report, monitor, schedule, and control lamp/driver illumination levels. Communication capable between fixtures and a centralized network. System would allow network communication to receive and transmit data for configuring groups, addressability, reporting, and advanced scheduling. Only one incentive per networked fixture. Please see additional requirements for networked lighting control systems below.	100 (total wattage of networked group)	
68	Integral Occupancy Sensor for High-Bay Fixtures	\$40 (per fixture)	Fluorescent ballasts or LED drivers must be automatically controlled based on occupancy. Systems with manual "ON" or override switches are not eligible. Occupancy sensors must be integral to (built into) or permanently attached to each fixture.	50 (per fixture)	

### Networked Lighting Control System Requirements (Codes 63A & 65A):

- The qualified space must utilize a networked lighting control system as defined by the DLC. Documentation can be found on the DLC website at <https://www.designlights.org/>. See qualified products list (QPL) and project requirements to learn which products have been qualified and what requirements must be fulfilled to participate.
- Supplemental Requirements:
  - Lighting control system specification including control narrative

For interior applications, the networked lighting control system must meet all required performance criteria as listed on DLC's QPL, including:

- Scheduling
- Zoning
- Daylight harvesting
- Continuous dimming
- Networked communication between luminaires and devices
- Occupancy sensing
- High-end trim (task-tuning)—a minimum of 10% required

For exterior applications, the networked lighting control system must include the following:

- Scheduling astronomical timer
- Photo-cell dusk-to-dawn sensor
- Bi-level scheduled dimming
- Bi-level occupancy sensor
- Certification that networked lighting control system includes energy monitoring
- Energy monitoring
- High-end trim (task tuning)—a minimum of 10% required
- Network communication between luminaires
- Addressability for grouping and diagnostics

To qualify for code 63A/65A incentives, customers must complete the attached Performance Testing documentation located within the inventory workbook. NLC/LLC Systems not meeting the data and reporting requirements may be eligible for lower tier control incentives. LLC/NLC fixtures in which sensors and controls are not integral to the fixture do not qualify for incentives

# Lighting Sensor Inventory Worksheet

Building and Room Identification (Installation Site): \_\_\_\_\_

	Location of Sensors	Product Code	Manufacturer & Model #	Qty of Sensors	# of Fixtures Controlled by Sensors	Fixture Description	Total Watts per Sensor	Annual Hours of Operation	Unit Incentive \$	Total Incentive \$
Ex.	Lobby—East Entrance	61	ABC Corp.—Model #123	1	4	ABC Corp.—Model #123	35 Watts	3,200 Hours	\$50	\$200
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If necessary, use embedded Excel file to document additional inventory.									<b>Total Estimated Incentive (This Page):</b>	

Note: An electronic version (Excel) of this sheet must be submitted for inventories exceeding this page.

# Terms and Conditions

## 1. Incentives

Subject to these Terms & Conditions, the Sponsor will pay Incentives to Customer for the installation of EEMs.

## 2. Definitions

- (a) "Approval Letter" means the letter issued by Sponsor stating Sponsor's approval of Customer's application, the maximum approved Incentives, required date of EEM completion, any changes to Customer's application and any other requirements of the Sponsor related to the Incentives. The Approval Letter may also be referred to as, inter alia, an Offer Letter or Pre-Approval Letter.
- (b) "Customer" means the commercial and industrial ("C&I") customer maintaining an active account for service with either a gas or electric distribution company.
- (c) "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the Sponsor.
- (d) "Facility" means the Customer location in Massachusetts served by the Sponsor where EEMs are to be installed.
- (e) "Incentives" means those payments made by the Sponsor to Customer pursuant to the Program and these Terms and Conditions. Incentives may also be referred to as "Rebates".
- (f) "Mass Save Sponsor" or "Sponsor" means The Berkshire Gas Company, or Cape Light Compact JPE, or Eversource Energy, or Liberty Utilities, or National Grid, or Unil, as applicable. Mass Save Sponsor may also be referred to as "Program Administrator" or "PA".
- (g) "Minimum Requirements Document" means the document setting forth the minimum requirements that may be required by the Sponsor, which, if so required, will be submitted with Customer's application and approved by Sponsor.
- (h) "Program" means any of the energy efficiency programs offered to a C&I Customer by Sponsor.
- (i) "PA" or "Program Administrator" means The Berkshire Gas Company, or Cape Light Compact JPE, or Eversource Energy, or Liberty Utilities, or National Grid, or Unil, as applicable.
- (j) "Program Materials" means the documents and information provided or made available by the Sponsor specifying the qualifying EEMs, technology requirements, costs and other Program requirements.

## 3. Application Process and Requirement for Sponsor Approval

- (a) The Customer shall submit a completed application to the Sponsor or rebate processor, as required. The Customer may be required to provide the Sponsor with additional information upon request by the Sponsor. For example, Customer will, upon request by the Sponsor, provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. To the extent required by the Sponsor or by applicable law, regulation or code, this analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located.
- (b) To be eligible for gas funded EEMs, Customer must have an active natural gas account. To be eligible for electric funded EEMs, a Customer must have an active electric account. Customers must meet any additional eligibility requirements set forth in the Program Materials.
- (c) The Sponsor reserves the right to reject or modify Customer's application. The Sponsor may also require the Customer to execute additional agreements, or provide other documentation prior to Sponsor approval. If Sponsor approves Customer's application, Sponsor will provide Customer with the Approval Letter.
- (d) The Sponsor reserves the right to approve or disapprove of any application or proposed EEMs.
- (e) Sections 3(a)-(c) do not apply in the event that the Program Materials explicitly state that no Approval Letter is required for the Program. In such an event, Customer must submit to Sponsor the following: (i) completed and signed Program rebate form, (ii) original date receipts for purchase and installation of EEMs, and (iii) any other required information or documentation within such time as Program Materials indicate.

## 4. Pre- and Post-Installation Verification; Monitoring and Inspection

- (a) Customer shall cooperate and provide access to Facility and EEM for PA's pre-installation and post-installation verifications, where applicable. Such verifications must be completed to Sponsor's satisfaction.
- (b) Customer agrees that Sponsor may perform monitoring and inspection of the EEMs for a three-year period following completion of the installation to determine the actual demand reduction and energy savings.

## 5. Installation Schedule Requirements

Where applicable, if the Customer does not complete installation of the approved EEMs within the earlier of the completion date specified in the Approval Letter or application or twelve (12) months from the date the Sponsor issues written pre-approval of the EEM project, the Sponsor may terminate any obligation to make Incentive payments.

## 6. Incentive Amounts, Requirements for Incentives and Incentive Payment Conditions

- (a) The Sponsor reserves the right to adjust and/or negotiate the incentive amount. Sponsor will pay no more than the cost to Customer of purchasing and installing the EEM, the calculated incremental cost, the prescriptive rebate on the form, or the amount in the Approval Letter (unless such Approval Letter is not required), whichever is less.
- (b) Sponsor shall not be obligated to pay the Incentive amount until all the following conditions are met: (1) Sponsor approves Customer's application and provides the Approval Letter (unless an Approval Letter is not required by the terms of the Rebate), (2) satisfactory completion of pre-installation and post-installation verifications by Sponsor, where applicable, (3) purchase and installation of EEMs in accordance with Approval Letter, Program Materials, Minimum Requirements Document (where applicable), Customer's application, these Terms and Conditions, and any other required documents, (4) where applicable, all applicable permits, licenses and inspections have been obtained by Customer, (5) Sponsor's receipt of final drawings, operation and maintenance manuals, operator training, permit documents, and other reasonable documentation, where applicable, and (6) Sponsor's receipt of all invoices for the purchase and installation of the EEMs.
- (c) All EEM invoices will include, at the minimum, the model, quantity, labor, materials, and cost of each EEM and/or service, and will identify any applicable discounts or other incentives.
- (d) Sponsor reserves the right, in its sole discretion, to modify, withhold or eliminate the Incentive if the conditions set forth in Section 6(b) are not met.
- (e) Upon Sponsor's written request, Customer will be required to refund any Incentives paid in the event that Customer does not comply with these Terms and Conditions and Program requirements.
- (f) Sponsor shall use commercially reasonable efforts to pay the Incentive amount within forty-five (45) days after the date all conditions in Section 6(b) are met.

## 7. Contractor Shared Savings Arrangements

If EEMs are being installed by a contractor under a shared savings arrangement, in which the contractor's compensation is based on the savings achieved, the Sponsor maintains the right to determine the cost of purchasing and installing the EEMs.

## 8. Maintenance of EEMs

Customer shall properly operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms thereof for the life of the equipment.

## 9. Program/Terms and Conditions Changes

Program terms and materials (including these Terms & Conditions) may be changed by the Sponsor at any time without notice. The Sponsor reserves the right, for any reason, to withhold approval of projects and any EEMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the Approval Letter.

## 10. Publicity of Customer Participation

The Customer grants to the Sponsor the absolute and irrevocable right to use and disclose for promotional and regulatory purposes (a) any information relating to the Customer's participation in the Program, including, without limitation, Customer's name, project energy savings, EEMs installed, and incentive amounts, and (b) any photographs taken of Customer, EEMs, or Facility in connection with the Program, in any medium now here or hereafter known.

WE ARE MASS SAVE\*:



## 11. Indemnification and Limitation of the Sponsor's Liability

To the fullest extent allowed by law, and except as the Commonwealth of Massachusetts and its agencies are precluded by Article 84 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, and the Commonwealth of Massachusetts' cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Customer shall indemnify, defend and hold harmless Sponsor, its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program, caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, or any contractor, subcontractor, agent, or third party hired by or directly or indirectly under the control of the Customer, including any party directly or indirectly employed by or under the control of any such contractor, subcontractor, agent, or third party or any other party for whose acts any of them may be liable.

To the fullest extent allowed by law, the Sponsor's aggregate liability, regardless of the number or size of the claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the Sponsor and its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives shall not be liable to the Customer or any third party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Sponsor and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or these Terms and Conditions.

## 12. No Warranties or Representations by the Sponsor

- (a) THE SPONSOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE SPONSOR MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE SPONSOR AND THE SPONSOR MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY SPONSOR'S OTHER DOCUMENTS.
- (b) Review of the design and installation of EEMs by Sponsor is limited solely to determine whether Program requirements have been met and shall not constitute an assumption by Sponsor of liability with respect to the EEMs. Neither the Sponsor nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The Sponsor does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.
- (c) Sponsor is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- (d) No activity by the Sponsor includes any kind of safety, code or other compliance review.

## 13. Customer Responsibilities

Customer is responsible for all aspects of the EEMs and related work including without limitation, (a) selecting and purchasing the EEMs, (b) selecting and contracting with the contractor(s), (c) ensuring contractor(s) are properly qualified, licensed and insured, (d) ensuring EEMs and installation of EEMs meet industry standards, Program requirements and applicable laws, regulations and codes, and (e) obtaining required permits and inspections. Sponsor reserves the right to (a) deny a vendor or contractor providing equipment or services, and (b) exclude certain equipment from the Program.

## 14. Removal of Equipment

The Customer shall properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. Customer will not re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the Sponsor, and assumes all risk and liability associated with the reuse and disposal thereof.

## 15. Energy Benefits

As applicable, other than the (i) the energy cost savings realized by Customer, (ii) energy or ancillary service market revenue achieved through market sensitive dispatch, (iii) alternative energy credits, and (iv) renewable energy credits, the Sponsor has the unilateral rights to apply for any credits or payments resulting from the Program or EEMs. Such credits and payments include but are not limited to: (a) ISO-NE capacity, (b) forward capacity credits, (c) other electric or natural gas capacity and avoided cost payments or credits, (d) demand response Program payments. Except for the credits and payments set forth in (i)-(iv) of this Section, Customer agrees not to, directly or indirectly, file payments or credits associated with the Program or EEMs, and further will not consent to any other third party's right to such payments or credits without prior written consent from the Sponsor. Sponsor's rights under this Section are irrevocable for the life of the EEMs unless the Sponsor provides prior written consent.

## 16. Customer Must Declare and Pay All Taxes

The benefits conferred upon the Customer through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. The Sponsor is not responsible for the payment of any such taxes.

## 17. Counterpart Execution; Scanned Copy

Any and all Program related agreements and documents may be executed in several counterparts. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original.

## 18. Miscellaneous

- (a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- (b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
- (c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Any claim or action arising under or related to the Program or arising between the parties shall be brought and heard only in a court of competent jurisdiction located in the Commonwealth of Massachusetts.
- (d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- (e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Sponsor.
- (f) Sections 4(b), 10, 11, 12, 14, 15 & 18 shall survive the termination or expiration of the Customer's participation in the Program.

WE ARE MASS SAVE\*:

