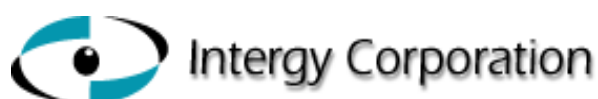


NightBreeze Program for Residential New Construction

Program Application



Project Reference Number:	
Estimated Installation Date:	

NightBreeze Program Application

Typical Southern California climates require substantial mechanical cooling (air conditioning) for occupant comfort, and the energy consumed for this purpose is significant. The NightBreeze technology was developed to take advantage of cool outside air when conditions are appropriate, both to cool and pre-cool the indoor air in residential applications. The result of this effort is reduced demand for air conditioning accompanied by reduced energy costs.

What is the NightBreeze Incentive Program?

The program is sponsored by Southern California Edison and is run by Intergy Corporation. The program introduces a superior home cooling system to the new residential construction market and offers a \$1500 incentive for each unit installed.

Who is Eligible for the NightBreeze Program?

The NightBreeze Program is targeted to developers and builders constructing new homes in Southern California Edison electrical service territory:

What Projects are Eligible for the NightBreeze Program?

IMPORTANT! The NightBreeze Program requires equipment installation before 12/31/08 in order to be eligible for program incentives.

- New construction only
- Sites served by SCE
- Single family homes with central air systems
- Multifamily homes of 1,600 sf or larger living space with central air systems
- Homes must incorporate mechanical cooling (air conditioning)

Note: Installation of NightBreeze equipment may be completed by Customer's staff. Program funding sponsors contractor training for this purpose.

How to Reserve Equipment and Incentives

1. Complete and sign the Application on Page 3 and Attachment A. Read all statements carefully. By signing this Application you are certifying that all statements are true.
2. Mail the following to Intergy (address below):
 - a. A copy of the completed and signed Application.
 - b. Information supporting that project sites are to be served by SCE (Attachment A).

We will notify you of Application approval, rejection, or the need for more information.

All material should be mailed to:

Intergy
Attn: NightBreeze Program Manager
133 Lemon Ave.
Monrovia, CA 91016

If you have any questions or need help in completing this form, please contact Intergy at 626-256-0526.

The NightBreeze Program may be terminated or modified without notice. Please note that this incentive program has a limited budget. Applications are accepted on a first-come, first-served basis. Offer ends December 31, 2008 (see note above regarding end date). Recommend projects be completed by 11/30/08. The Program is funded by the California utility customers and administered by SCE under the auspices of the California Public Utilities Commission.

NightBreeze Program Application

Applicant Information:

Applicant Name	Contact Name
Business Address	Phone
	Fax
Mailing Address (if different from above)	Email
	Alternate Phone

Agreement (terms and conditions):

The Agreement below (“Agreement”) is between Intergy and the Applicant, and outlines the terms and conditions of the NightBreeze Program (“Program”). For the purpose of this Agreement, the “Project” refers to the NightBreeze unit installations as shown in Attachment A, and “Site” refers to the building where the Project is to be installed.

1. The information supplied and included with this Application is true, correct, and complete to the best of Applicant’s knowledge.
2. If the information supplied by Applicant is deemed to be incomplete or incorrect by the Program, Applicant agrees to supply additional information or corrections within 3 months from the date Applicant signed this Application. Applicant understands that if Applicant does not supply the information or corrections within this time period, the Application shall be deemed expired.
3. Applicant agrees that the Program is providing incentives to cover equipment and/or installation charges up to a maximum of \$1,500 per NightBreeze unit installed.
4. Applicant agrees that the incentives that I can receive are based on the number of NightBreeze units installed as of the Program end date and will be adjusted according to the final installation quantities.
5. Applicant understands that the Program will reserve the specified number of units, and installing these units prior to the Program end date is the Applicants commitment to the Program. Applicant is responsible for informing Intergy of any changes affecting Applicant’s ability to complete their commitment in the specified timeframe.
6. Funding approved for this Program is limited and will be paid on a first-come, first-served basis to qualified applicants. Funds will only be reserved upon Applicant’s acceptance into the Program. This Incentive offer is subject to the availability of authorized funds.
7. Intergy is receiving funds from SCE for this project, but parties agree that SCE is not liable to either party for any loss or damage, including incidental or consequential damages, arising from this Agreement. Furthermore, SCE makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this agreement, and expressly disclaims any such representation, warranty or liability.

NightBreeze Program Application

8. SCE's and/or its consultant's review of the design, construction, operation or maintenance of the project, energy efficiency measures, or demand response measures do not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the project measures. Intergy is solely responsible for the economic and technical feasibility, operational capability and reliability of project and measures.
9. Both funding and the conditions of the Incentive are subject to the jurisdiction of the California Public Utilities Commission (CPUC) and shall be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its regulatory authority. If there are changes in the Incentive, Intergy and SCE will endeavor, but cannot guarantee, to provide a reasonable period of time before changes go into effect.
10. Applicant understands that if the Program is modified in any way or terminated by order of any government entity, then this Agreement shall be revised or terminated consistent with that order.
11. Applicant understands that if the Applicant ceases to be a distribution customer of SCE within a period of 5 years, SCE has the right to seek a refund for a prorated amount of the installation cost, depending on the period of time that you (the Applicant) provided the related energy efficiency benefits.
12. Intergy and its affiliated subcontractors agree to comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to its actions at the Site or to the Project.
13. Intergy agrees not to use the names or identifying characteristics of the Customer's facility for published project reports, advertising, sales promotion or other publicity without the Applicant's written approval.
14. Applicant understands that Applicant cannot receive rebate(s) for the same product, equipment or service from more than one California investor-owned utility or third party energy efficiency program offering rebate(s) for the same product, equipment, or service funded with CPUC Public Goods Charge funds. Applicant understands this prohibition applies three years prior to and three years after receiving the rebate(s) for the same product, equipment or service.
15. Intergy and SCE may assign this Agreement, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without the Applicant's prior written consent, provided Intergy remains obligated for payments incurred prior to the assignment. The Applicant may not assign this Application, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of Intergy.
16. Applicant understands the Incentives may require inspections of the Project, and Applicant agrees to provide access to the Project Site for these purposes to Intergy, SCE and/or its agents or assigns and the CPUC and/or its agents or assigns.
17. Intergy and SCE may suspend or terminate my Application, without cause, upon written notice to Applicant.

Applicant Name (PRINT): _____

Applicant Signature: _____ Date: _____

Intergy
Authorized Person (PRINT): _____

Authorized Person Signature: _____ Date: _____

NightBreeze Program
Attachment A Installation Specifications

GENERAL INFORMATION		
Builder/Developer:		
Contact Name:		
Mailing Address:		
Phone Number/Email:		
Development Name:		
Location (inc. Parcel Number):		
SCE Territory?	Yes No	SCE Service Account or New Service Order #:
Climate Zone:		

PROJECT SUMMARY		
	Number of Homes per Model:	Number of NightBreeze Units:
Model 1:		
Model 2:		
Model 3:		
Model 4:		
TOTALS:		

PROJECT MANAGEMENT	
Participant	Role and Responsibility Description
Intergy	
Builder/Developer	
HVAC Contractor:	
SCE	
Other (Architect, T24 calculation consultant): _____	

NightBreeze Program
Attachment A Installation Specifications

HOMES/MODELS	
Model #1 Name:	# of homes:
Square Footage:	1 Zone 2 Zones
# of furnaces:	Was a whole house ventilation fan system specified or designed into the home? Yes No
Location of furnace:	# of supply returns: _____
Installation Space: Is there 26" for Night Breeze damper and 48" of clear space to bring in supply air for a total plenum height of 74"? Yes No Describe: _____ Unsure	
Model #2 Name:	# of homes:
Square Footage:	1 Zone 2 Zones
# of furnaces:	Was a whole house ventilation fan system specified or designed into the home? Yes No
Location of furnace:	# of supply returns: _____
Installation Space: Is there 26" for Night Breeze damper and 48" of clear space to bring in supply air for a total plenum height of 74"? Yes No Describe: _____ Unsure	
Model #3 Name:	# of homes:
Square Footage:	1 Zone 2 Zones
# of furnaces:	Was a whole house ventilation fan system specified or designed into the home? Yes No
Location of furnace:	# of supply returns: _____
Installation Space: Is there 26" for Night Breeze damper and 48" of clear space to bring in supply air for a total plenum height of 74"? Yes No Describe: _____ Unsure	
Model #4 Name:	# of homes:
Square Footage:	1 Zone 2 Zones
# of furnaces:	Was a whole house ventilation fan system specified or designed into the home? Yes No
Location of furnace:	# of supply returns: _____
Installation Space: Is there 26" for Night Breeze damper and 48" of clear space to bring in supply air for a total plenum height of 74"? Yes No Describe: _____ Unsure	

NightBreeze Program
Attachment A Installation Specifications

HVAC SYSTEM		
Has/Will the HVAC System be designed/specified by the HVAC contractor or mechanical engineer? Circle one.		
Furnace Manufacturer:	Furnace Model: Number of Thermostats: AFUE: Rating (BTU/Hr):	
Variable Speed?	Yes	No

NIGHTBREEZE		
NightBreeze system:	Furnace	Hydronic Heating*
* Use Hydronic Install Form instead		

BUILD-OUT SCHEDULE	
Planning/Schematic Phase:	
Pre-construction Phase:	
Construction Phase:	
Inspection Phase	
Completion:	

Date/Time Applicant called to order unit(s) to be shipped