



2020 Commercial and Industrial Energy Saver Application

APPLICATION TIMELINES

- 6-8 Weeks Pre-Approval and Final Approval timeline once all completed paperwork and accompanying documentation has been received.
- 90 Days The time a project has to completion once pre-approval has been received. Please contact TCLP if this timeframe cannot be met.
- 30 Days The time period that you have from when a project is completed to submit final paperwork.
- 11/27/2020 This is the last day the application will be accepted for the 2020 program.

PRE-APPROVAL CHECKLIST

- **Signed** Pre-Approval Agreement
- Itemized Quote with Quantities and Model Numbers
- Spec Sheets on All New Products Being Applied For
- Copy of Most Recent TCLP Bill
- Copy of W9
- Rebate Cap is \$10,000 per Meter per year
- Pre-Approval is Required Unless Waived by TCLP
- Inspection Required for Any Rebates over \$5,000
- Anything Under \$5000 May Have Random Inspection
- All Paperwork Must Be Received to Begin Rebate Process

ESTIMATED COMPLETION DATE: _____

FINAL APPROVAL CHECKLIST

- **Signed** Payment Approval Agreement (Bottom Half is for signing Payment over to Another Company)
**Signature Must be the Same on All Pages, and an Authorized Employee of Company where work is being Performed.
- Update Worksheets from Application if There Were Any Changes
- Itemized Invoice(s) with Quantities and Model Numbers
- Spec Sheets on All New Products Being Applied for If Anything Changed from Pre-Approval

FINAL COMPLETION DATE: _____

SUBMIT YOUR APPLICATION YOUR WAY

Mail it:	TCLP Energy Saver 1131 Hastings St Traverse City, MI 49686	Email it:	rebates@tclp.org
		Fax it:	231-922-4638





Your Information			
Business Name (As Appears on TCLP Bill)	Phone #	Email	
Installation Address	City Traverse City	State MI	Zip
_____ Mailing Address Same as Installation Address			
Mailing Address	City	State	Zip
TCLP Account #	Hours of Operation	Taxpayer ID #	
How Did You Learn About the Rebate Program?	Contractor TC Employee Other	Newsletter Event	TCLP Website Mailing/Bill Insert
Installation			
_____ Self Installed		_____ Contractor Installed	
Contractor Business Name	Contact	Phone #	
Contractor Address	Email		
Supplier Business Name	Contact	Phone #	
Supplier Address	Email		
<u>Acknowledgment and Signature</u> In signing this form I certify that all of the following statements are true: 1. The information in this application is accurate and complete to the best of my knowledge. 2. I have/will only apply for a rebate one time for each product being installed. 3. I have read all of the rules on this application and have followed each one. 4. I have read the terms and conditions on the last page and agree to each one. 5. I acknowledge that by signing this I may be subject to inspection and allow TCLP to do so when scheduled with my organization. 6. I agree to a possible follow-up verification/survey call pertaining to this application. (*Any information obtained is used only for the Energy Saver program and evaluation purposes.)			
Customer Name (Must be Authorized Person from Company on TCLP Account)		Title	
Signature		Date	




2020 Payment Approval Application

Your Information			
Business Name (As Appears on TCLP Bill)		Phone #	Email Address
Installation Completion Date: _____	TCLP Customer is Receiving _____ Rebate Check		Rebate Check Will Be Signed Over to Contractor or Supplier (Use Optional Section Below.)
Acknowledgment and Signature In signing this form I certify that all of the following statements are true: <ol style="list-style-type: none">1. My organization is a current TCLP customer and in good standing.2. The products being applied for were installed in 2020 and are operational.3. I have read and complied with all the terms and conditions on the last page.4. I acknowledge that by signing this I may be subject to inspection and allow TCLP to do so when scheduled with my organization.5. I agree to possible follow-up verification/survey calls pertaining to this application. (*Any information obtained is only used for the Energy Waste Reduction program and evaluation purposes.)			
_____ Initial		I am an authorized representative of this company in which the products pertaining to this rebate are being installed.	
_____ Initial		I am authorizing the rebate check from this rebate only be made out to another company using the information listed below.	
Optional Check Sign Over Section			
Make Check Payable To		Contact Name	Phone #
Mailing Address		City	State Zip
Taxpayer ID# (SSN/FEIN or Payee)		Tax Status	
Acknowledgment and Signature In signing this form I certify that all of the following statements are true: <ol style="list-style-type: none">1. I am Authorizing the incentive check pertaining to this application only, to be signed over to the above stated party.2. In signing over the incentive check, I understand that my obligation to abide by the rules and terms and conditions of this application are not exempt.			
Customer Name (Must be Authorized Person from Company on TCLP Account)		Title	
Signature		Date	



All lighting projects are required to comply with the IESNA recommended lighting levels or local code.

Screw-In Lamps

New Lighting Measure By Bulb Type	Requirement	Quantity	Rebate Per Lamp	Total
LED A-Line ≤ 799 Lumens				
LED A-Line 800 - 1599 Lumens				
LED A-Line ≥ 1600 Lumens				
Outdoor LED PAR Bulb				
LED MR16 Bulb				
LED Downlight BR or R Style Bulb				
LED Replacing CFL (Any Size or Style)				
LED Exit Sign				

Interior Linear Fluorescent Lighting

This section applies for both linear fluorescent tube replacements and complete fixture replacements. The wattage table on page 7 will give you the wattage to use for your existing fixture based on type of fixture. The new wattage will be based on what is on the DLC certificate.

DLC specifications overrule manufacturers spec sheets. Only LED tubes/fixtures are eligible for incentives.

Payback period MUST be between 1 and 8 years to be eligible for an incentive.

If fixtures/tubes are Energy Star or DLC certified incentive will be \$0.08 per kWh saved, otherwise incentive will be \$0.05 per kWh.

Linear Fluorescent to LED Calculation

$$\frac{(\text{Total Existing Wattage} - \text{Total Proposed Wattage}) \times \text{Annual Operating Hours}}{1000} = \text{kWh Saved}$$

$$\text{kWh Saved} \times \begin{matrix} \$0.05 \text{ for non - DLC or Energy Star Certified} \\ \text{or } \$0.08 \text{ for DLC or Energy Star Certified} \end{matrix} = \text{Rebate Earned}$$

Existing Fixture:	Watts/Fixture:	Quantity:
Proposed Fixture:	Watts/Fixture:	Quantity:
Check here if proposed fixture(s) are Energy Star or DLC certified		Annual Operating Hours:
Total:	Watts Saved:	Incentive:
Existing Fixture:	Watts/Fixture:	Quantity:
Proposed Fixture:	Watts/Fixture:	Quantity:
Check here if proposed fixture(s) are Energy Star or DLC certified		Annual Operating Hours:
Total:	Watts Saved:	Incentive:
Existing Fixture:	Watts/Fixture:	Quantity:
Proposed Fixture:	Watts/Fixture:	Quantity:
Check here if proposed fixture(s) are Energy Star or DLC certified		Annual Operating Hours:
Total:	Watts Saved:	Incentive:

Lighting Worksheet Incentive Subtotal, Page 4 \$

Lighting Worksheet continues on Page 5.



All lighting projects are required to comply with the IESNA recommended lighting levels or local code.

Interior Linear Fluorescent Custom Lighting (Continued)

The wattage table on page 7 will give you the wattage to use for your existing fixture based on type of fixture. The new wattage will be based on what is on the DLC certificate. DLC specifications over rules manufacturers spec sheets. Only LED tubes/fixtures are eligible for incentives. Payback period MUST be between 1 and 8 years to be eligible for an incentive.

If fixtures/tubes are Energy Star or DLC certified incentive will be \$0.08 per kWh saved, otherwise incentive will be \$0.05 per kWh.

Existing Fixture:	Watts/Fixture:	Quantity:
Proposed Fixture:	Watts/Fixture:	Quantity:
Check here if proposed fixture(s) are Energy Star or DLC certified		Annual Operating Hours:
Total:	Watts Saved:	Incentive:
Existing Fixture:	Watts/Fixture:	Quantity:
Proposed Fixture:	Watts/Fixture:	Quantity:
Check here if proposed fixture(s) are Energy Star or DLC certified		Annual Operating Hours:
Total:	Watts Saved:	Incentive:
Existing Fixture:	Watts/Fixture:	Quantity:
Proposed Fixture:	Watts/Fixture:	Quantity:
Check here if proposed fixture(s) are Energy Star or DLC certified		Annual Operating Hours:
Total:	Watts Saved:	Incentive:

Interior Lighting — All High Bay Lighting, ceiling height 15ft or higher (Refer to wattage table on page 7 for existing wattages)

Use wattage tables on page 7 for existing wattages. Incentive is \$0.30 per Watt Reduced.

Existing Fixture:	Watts/Fixture:	Quantity:
Proposed Fixture:	Watts/Fixture:	Quantity:
	Watts Saved:	Incentive:
Existing Fixture:	Watts/Fixture:	Quantity:
Proposed Fixture:	Watts/Fixture:	Quantity:
	Watts Saved:	Incentive:

Exterior HID Replacement to LED (Refer to wattage table on page 7 for existing wattages)

Existing Fixture Wattage	Quantity	Rebate Per Fixture	Total
Exterior HID < 100w		\$20.00	
Exterior HID 101w to 200w		\$40.00	
Exterior HID 201w to 400w		\$60.00	
Exterior HID > 400w		\$150.00	

Lighting Worksheet Incentive Subtotal, Page 5 \$

Lighting Worksheet continues on Page 6.



All lighting projects are required to comply with the IESNA recommended lighting levels or local code.

Garage 24 Hour HID Replacement to LED				
Existing Fixture Wattage		Quantity	Rebate Per Fixture	Total
Garage HID < 100w	Must be in operation 24 hrs/day		\$40.00	
Garage HID 101w to 200w			\$80.00	
Garage HID 201w to 400w	Must be at least 40% reduction		\$130.00	
Garage HID > 400w			\$250.00	
Signage				
LED replacing Incandescent, Fluorescent or Neon Sign				
Exterior 24 Hour Signage - \$0.70 per watt reduced				
Existing Fixture:	Watts/Fixture:	Quantity:		
Proposed Fixture:	Watts/Fixture:	Quantity:		
Total:	Watts Saved:	Incentive:		
Existing Fixture:	Watts/Fixture:	Quantity:		
Proposed Fixture:	Watts/Fixture:	Quantity:		
Total:	Watts Saved:	Incentive:		

Lighting Controls					
Measure		Requirement	Quantity	Rebate Per	Total
Occupancy Sensors	Controlling under 150 sq ft	No Previous Controller			
	Controlling 150-500 sq ft				
	Controlling over 500 sq ft				
Occupancy / Daylight Combo Sensors	Controlling under 150 sq ft				
	Controlling 150-500 sq ft				
	Controlling over 500 sq ft				
Central Lighting Control	per Square Foot Controlled				
Daylight Sensors	per Watt Controlled				

Lighting Worksheet Incentive Subtotal, Page 4 \$	
Lighting Worksheet Incentive Subtotal, Page 5 \$	
Lighting Worksheet Incentive Subtotal, Page 6 \$	
Lighting Worksheets Incentive Subtotal, TOTAL \$	



Standard Wattage Tables Existing Lamps and Fixtures

Existing T8 Lamps					
	2' (17w)	3' (25w)	4' (32w)	4' (32w HO)	8' (59w)
1 Lamp	18	26	30	38	58
2 Lamp	33	46	59	72	109
3 Lamp	47	67	88	108	167
4 Lamp	59	86	115	145	219
6 Lamp	-	-	162	221	-

Existing T12 Lamps				
	4' (34w)	8' (60w)	8' (60w HO)	8' (95w)
1 Lamp	43	61	85	112
2 Lamp	72	128	145	227
3 Lamp	115	210	-	-
4 Lamp	144	246	290	-
6 Lamp	216	-	-	-

Existing U-Bend		
	T8 2' (31w/32w)	T12 2' (40w)
1 Lamp	29	43
2 Lamp	55	63

Existing T5 Lamps			
	4' (28w)	4' (49w HO)	4' (54w HO)
1 Lamp	33	57	59
2 Lamp	63	107	117
4 Lamp	126	211	234
6 Lamp	-	320	351



Air Conditioning & Heat Pump Equipment					
Measure	Specifications	Tons	Quantity	\$ / Unit	Total
<u>Air Conditioning / Heat Pump / RTU</u> Due to the Numerous configurations of this type of equipment these cases will be treated individually and rebates will be based directly on the energy savings given in the Michigan Energy Measures Database					
PTAC - Heat Pump	10% efficiency improvement over existing system			\$35/ton	
High Efficiency CRAC Unit	SCOPE = 2.1 for existing, 2.7 for new			\$12/MBh	
Furnaces (Split-System)	Adding an ECM motor (or furnace with ECM motor)			\$100/unit	

HVAC Controls				
Measure	Specifications	Quantity	\$ / Unit	Total
Energy Management System	Web based energy management system	Total Sq Feet	\$85 1,000 sq ft	
Optimized Snow Melt Controls	Snow melt system must shut down completely when no precipitation is present. Controller must monitor forecasts and raise the slab temperature to 32 degrees F eight hours before expected precipitation. A slab moisture sensor must be used to signal controller to raise slab temperature to 40 degrees F when precipitation is present.	Total Sq Feet	\$0.90 100 sq ft	
Hotel GREM Controls - A/C with Electric Heat	For sensors which automatically control HVAC equipment. Incentive is for new controls only and is offered per room install.		\$80 per unit	
Hotel GREM Controls - A/C with Gas Heat			\$20 per unit	

Variable Frequency Drives (VFD) & Variable Speed Drives (VSD)				
Drives must be used in pumping or air handling application related to HVAC or for process pumping applications. VFDs must be automatically controlled by a variable signal and have load diversity that will result in savings through motor speed variation. Redundant until, back-up units and replacements of existing VFDs do not qualify. For the HVAC Pump incentives, the motor size must be < 100 HP and the annual hours must be > 1,800 hours. For the Process Pump incentive, the motor size must be < 50 HP and the annual hours must be > 2,000 hours. All other VFD projects will be calculated as a custom project (see page 12).				
VFD and VSD Application (HVAC Fan, HVAC Pump or Process Pump)	HP	Incentive Per HP	Quantity	Incentive Total (HP x Incentive x Qty)



2020 HVAC and Motors/Pumps (cont.)

Pumps				
Measure	Specifications	Quantity	\$ / Unit	Total
Pumps ≤ 5hp	Existing Efficiency ≤ 60% New Efficiency ≥ 63%		\$15 per hp	
Pumps > 5hp	Existing Efficiency ≤ 66% New Efficiency ≥ 75%		\$15 per hp	
ECM Pump Motor for DHW, Heating or Cooling Water Circulation < 100w	Adding an ECM pump motor where one was not existing previously.		\$50 per motor	
ECM Pump Motor for DHW, Heating or Cooling Water Circulation 100w - 500w	Adding an ECM pump motor where one was not existing previously.		\$250 per motor	
ECM Pump Motor for DHW, Heating or Cooling Water Circulation > 500w	Adding an ECM pump motor where one was not existing previously.		\$750 per motor	

HVAC and Pumps/Motors Worksheet Total (Page 8 & 9) \$	
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Tools and Equipment				
Measure		Quantity	\$ / Unit	TOTAL
Pneumatic Tools to Cordless Electric			\$50 / tool	
Pneumatic Tools to Electric			\$100 / tool	
Pneumatic Motors to Electric			\$100 / motor	
Compressed Air Replaced with Air Blowers			\$400 / HP	
Fiber Laser Replace CO ₂ Laser			\$2,750 / kw Output	

Compressed Air Equipment				
Measure		Quantity	\$ / Unit	TOTAL
VSD Air Compressor (< 300 HP)	Replacement of constant speed compressor with rotary screw		\$100 / HP	
Engineered Nozzles	Nozzle Size: _____ Ann. Hrs of Operation: _____		\$100 / Nozzle	
Compressed Air Storage Tank	Existing system must have less than 3 gal/cfm of storage. New storage tank must offer > 5 gal/cfm of storage.		\$25 / HP	
No-loss Drains	Replacing manual or timer drains.		\$150 / Drain	

Compressed Air Energy Audit and Leak Reduction				
Measure	Specifications	Quantity	\$ / Unit	Total
Incentives are available for the repair of 50% of leaks documented in a leak audit of a compressed air system which was performed by a qualified, independent contractor. The leak repairs can be completed by the customer or the contractor. The customer is responsible for presenting pre-approval evidence for needed leak repairs through a qualified compressed air audit and a spreadsheet which details each leak location, estimated leak volume and date of inspection. Upon completion of project, customer is responsible for presenting evidence of completed leak repair through leak repair tags and a spreadsheet detailing location, date of repair, leak volume repaired and person who completed each repair. Leak repair tags are expected to be left in place for a minimum of 30 days should a program personnel request a site visit for a post inspection and repair verification. No Leak reduction repairs can be started before written pre-approval is received.				
Compressed Air Leak Audit AND Repair of 50% of Documented Leaks	VSD		\$50	per detected
	Non-VSD		\$30	SCFM leak

Compressed Air & Tools Worksheet Total (Page 10)	
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Commercial Kitchen Systems					
Measure	Specifications	Quantity	Specifications	\$ / Unit	Total
ENERGY STAR® Steam Cooker	ENERGY STAR®		# of pans:	\$800 / Unit	
ENERGY STAR® Commercial Refrigerator Check one: ____ Solid Door ____ Glass Door	ENERGY STAR®		ft ³	\$75 / Unit	
ENERGY STAR® Commercial Freezer Check one: ____ Solid Door ____ Glass Door	ENERGY STAR®		ft ³	\$75 / Unit	
ENERGY STAR® Ice Machine	ENERGY STAR®		lbs/day	\$75 / Unit	
ENERGY STAR® Fryer & Griddles	ENERGY STAR®			\$200 / Unit	
ENERGY STAR® Hot Holding Cabinets	ENERGY STAR®		Size:	\$150 / Unit	
ENERGY STAR® Dishwasher	ENERGY STAR®			\$400 / Unit	

Commercial Refrigeration Systems					
Measure	Specifications	Quantity		\$ / Unit	Total
LED Grocery Case Lighting	Replace T12 or T8 with LED lighting			\$35 / Door	
Occupancy Sensor for LED Case Lighting	Sensors which automatically turn on LED cooler lighting when motion is detected.			\$15 / Door	
Walk-In or Case Cooler/Freezer ECM	Replacement of PSC or shaded pole motors with an ECM motor.			\$60 / Motor	
Cooler Strip Curtains	Installation of new curtains isolating a cold storage area.			\$5 / ft²	
Freezer Strip Curtains	Installation of new curtains isolating a freezer storage area.			\$30 / ft²	
Cooler/Freezer Door Gaskets	Installation of new gaskets to reduce air infiltration on a cooler or freezer door.			\$8 / Linear Foot	
Cooler Night Covers	Vertical covers designed for refrigerated display cases. Incentive is based on linear length of cooler and the time per day covers are used.	Feet	Hours	\$1 / Ft / Hr	
Auto Door Closer	Applies to walk in Coolers and Freezers			\$100 / Door	
High Efficiency Hand Dryer	Replacing standard dryer			\$75 / Unit	



These incentives are available to customers for energy-saving measures that are not covered by the prescriptive portion of the program. Custom incentives are based on the first-year energy (kWh) savings.

When applying for pre-approval of a custom project, you must submit the following items: 1. Completed and signed Pre-Approval Agreement (page 2) 2. Completed Custom Worksheet (below) 3. Itemized quote/proposal for all related materials and any external labor 4. Manufacturer's specification sheets for all equipment 5. Custom calculations detailing the estimated energy savings		Custom Incentive Rate \$0.08 / kWh
Custom Project — Item 1		
Before Retrofit	After Retrofit	Electric Rate (\$ / kWh): \$0.08
		Calculated Annual kWh Savings:
		Project Cost:
		Payback Period*:
		Calculated Incentive:

* Payback period must be greater than or equal to one (1), and less than or equal to eight (8) years to receive the incentive.

$$\text{Payback period} = \frac{\text{Incremental Measure Cost}}{\text{Annual kWh Saved} \times \text{Electricity Rate}}$$

Custom Project — Item 2		
Before Retrofit	After Retrofit	Electric Rate (\$ / kWh): \$0.08
		Calculated Annual kWh Savings:
		Project Cost:
		Payback Period*:
		Calculated Incentive:

Total Custom Measure Cost: \$	
Custom Worksheet Incentive TOTAL \$	

Note: Customer acknowledges and agrees that Customer cannot apply for, nor receive, incentives for the same product, equipment or service from more than one utility unless there are both electric and gas savings.



1. **Eligibility:** These incentives are offered by Traverse City Light & Power to commercial and industrial electric customers installing energy efficient equipment only. For questions regarding eligibility, email rebates@tclp.org.
2. **Incentive Offer:** Energy efficient equipment subject to incentive from Traverse City Light & Power must be installed and operational by November 27, 2020 to qualify for 2020 rebate program. Applicant has 180 days from the date of the acceptance letter to complete the proposed project. Applications that are not completed within 180 days are subject to cancellation. Additionally, invoice(s) related to the equipment upgrade must be submitted within 30 calendar days of installation (completion) and no later than November 27, 2020. Please keep a copy for your records. Incentives are calculated based on perspective incentive rates and shall not exceed the total cost of equipment, labor, and other associated project costs.
3. **Project Documentation Requirements:** Customer will have to provide Traverse City Light & Power with the documentation as listed in the instructions (page 1). If Customer does not provide the required project documents at pre-approval and payment stages, the project may be disqualified from the program. The project may also be disqualified if pre-approval is not received, unless otherwise noted on the application.
4. **Energy Efficiency Improvement Qualifications:** Increased energy efficiency resulting from peak shaving, demand lifting, or operating schedule changes does not qualify. To qualify, lighting equipment must have a planned minimum usage of 1,800 hours per year. Non-lighting equipment must have a planned minimum usage of 1,500 hours per year. If Customer's equipment does not meet required usage hours per year, an incentive cannot be offered.
5. **Incentive Limit:** Prescriptive and Custom project applications may receive or cumulate a maximum of \$10,000 combined per primary electric meter each calendar year. Incentives for measures are capped at 100% for Prescriptive projects and 100% for Custom projects of the total project cost of that specific measure but shall not exceed the overall cap set by Traverse City Light & Power for each measure on the application Worksheet(s).
6. **Compliance:**
 - a. All projects must comply with applicable federal, state, and local laws.
 - b. All equipment must be new or retrofitted with new components.
 - c. The purchase and installation of used equipment is not eligible for incentives. Existing equipment must be removed and/or permanently disconnected.
 - d. Equipment **must** meet specification requirements as defined in application Worksheets and Equipment Guidelines.
7. **Payment:** Approved Final Applications will receive payment within 6-8 weeks of signed payment approval and all accompanying paperwork being submitted. Incomplete applications will either delay payments or result in denial of application approval. Traverse City Light & Power reserves the right to refuse payment and disqualify Customer from participating in the program if the customer or their contractor violates any program Terms and Conditions. The qualified equipment must be installed and operating for a minimum period of three (3) years from receipt of rebate. If the qualified equipment is removed or replaced with less efficient equipment, or if Customer ceases to be a customer of Traverse City Light & Power during the three (3) years, Customer shall refund a prorated amount of rebate dollars based on the time installed within thirty (30) days of receipt of notice from Traverse City Light & Power.
8. **Inspection:** Traverse City Light & Power staff may conduct inspection(s) of the project site to survey existing conditions and/or newly installed equipment. Refusal of an inspection request by Traverse City Light & Power will result in disqualification from the rebate program.
9. **Publicity:** Traverse City Light & Power reserves the right to publicize Customer's participation in this program, unless Customer specifically requests in writing otherwise.
10. **Program Discretion:** Incentives are available on a first-come, first-served basis. Incentive amounts and offerings are subject to change and/or termination without notice and at the discretion of Traverse City Light & Power.
11. **Disclaimers:**
 - a. Traverse City Light & Power does not endorse any particular manufacturer, product, labor or system design by offering this program;
 - b. Traverse City Light & Power is not responsible for any tax liability imposed on the customer as a result of the payment of incentives. Traverse City Light & Power is tax exempt
 - c. Traverse City Light & Power does not expressly or implicitly warrant the performance of installed equipment or contractor's quality of work (contact your contractor for detailed warranties);
 - d. Traverse City Light & Power is not responsible for the proper disposal/recycling of any waste generated as the result of this project;
 - e. Traverse City Light & Power is not liable for any damage caused by the installation of the equipment and /or for any damage caused by the malfunction of the installed equipment.
12. **Indemnification:** Customer shall, to the fullest extent permitted by law, indemnify and hold harmless Traverse City Light & Power, and their officers, agents, and employees harmless from and against all losses and litigation expenses arising out of or resulting from the performance of work hereunder and caused, in whole or in part, and any act of omission of contractor. Traverse City Light & Power shall further be entitled to all cost (which includes both internal and external) incurred in the process of enforcing this or any other provision under this Agreement. This provision is not intended and is not to be construed as a waiver of the defense of governmental immunity otherwise available nor is it intended to grant third party beneficiary status to any person or entity.
13. **Governing Law:** This agreement is construed in accordance with Michigan law, without regard to conflict of laws, provisions, and venue is in Grand Traverse County, Michigan.
14. **Intellectual Property:** No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are granted to contractor and/or subcontractor except as expressly provided under these Terms. Contractor and/or subcontractor will not register or use any mark and/or Internet domain name that contains any Energy Saver intellectual property.