

ASSIGNMENT OF INCENTIVES TO PAYMENT ASSIGNEE

Retail Energy Storage Incentive Program



Contract Number # _____

Application Number # _____

This is a legally binding agreement; is it advised to read this form carefully and to consult with an attorney and/or tax professional before signing below.

If Contractor seeks to assign payment to another entity, such payment assignment must comply with the Program Manual in effect at the time of submission of the Project Application and the terms below must be provided by Contractor to the payment assignee (Payee). The Payee will not have access to the Salesforce Portal.

This assignment is for payments only. As the contractor on record for this application, I certify that all information provided in this Form, including any attachments, is true and correct to the best of my knowledge. I have also reviewed and agree to the terms and conditions set forth in the Retail Energy Storage Incentive Program Manual(s) and the Retail Energy Storage Incentive Program Participation Agreement. I understand that signing this form I, as Contractor (payment assignor), am directing that all incentive amounts under the above referenced Contract be paid directly to the Payment Assignee indicated on this Form, and that I permanently relinquish any right to the payment of incentives that may become payable by NYSDERDA under the associated project application. The assignment of payments will not become effective unless this Form is signed by the Customer (if applicable); if the energy storage system is sited with load, the Customer is the party whose utility account is impacted by peak load reduction and other applicable services performed by the energy storage system.

Contractor acknowledges and confirms that the execution of this assignment does not relieve Contractor from performance of its duties and obligations under the Retail Energy Storage Incentive Program Manual(s) and the Retail Energy Storage Incentive Program Participation Agreement with respect to the project listed on the project application associated with this payment assignment, which shall include but not be limited to the maintenance of insurance and all deliverables and reporting.

Payment Assignee understands that payment by NYSDERDA is conditioned on NYSDERDA's receipt and approval of all deliverables required of the system under the Retail Energy Storage Incentive Program. Payment Assignee understands and agrees that NYSDERDA cannot and will not make any payment absent approval of these deliverables, and Customer and Payment Assignee acknowledge and confirm that Customer and Payment Assignee understand these requirements and have had the opportunity to consider and discuss with the Contractor, an attorney and/or tax professional.

Payment Assignee acknowledges that payment made by NYSDERDA to the Payment Assignee will be reported by NYSDERDA to taxing jurisdictions and will constitute income to the Payment Assignee. NYSDERDA is required under tax regulations to report, via a 1099-G information return, payments made to outside entities. NYSDERDA will report all payments made to the Payment Assignee using form 1099-G and the tax identification number provided by Payment Assignee.

The Contractor further attests that the Customer signature appearing below is the true and genuine signature of the

Customer, that the Payment Assignee signature appearing below is the true and genuine signature of the Payment Assignee, and that they were affixed to this document on the date indicated.

Process:

1. Ensure all required fields are filled out
2. Obtain all required signatures
3. Submit to energystorage@nyserda.ny.gov
4. Tax Information (W-9) for Payment Assignee must be submitted as part of the request

Contractor Signature

Contractor Name

Date:

Payment Assignee Signature

Payment Assignee Name

Payment Assignee Email

Relationship of Payment Assignee to Project

Date:

Host Signature (Customer)

Host Name

Date:

The success and future of this publicly-funded program depends on the performance and integrity of participants in their dealings with the public and the installation of energy storage systems. The Retail Energy Storage Incentive Program rules, including the Retail Energy Storage Incentive Program Manuals and Participation Agreement, have been designed to protect the integrity of the Program and will be enforced. In its role as administrator of the Retail Energy Storage Incentive Program, NYSERDA reserves the right to deny Participating Contractor status to any applicant and to revoke such status where in its judgment such action is in the best interests of the program.

