



**BETWEEN:** State of Oregon, (“State”)

Acting by and through its

Department of Energy (“ODOE”)  
625 Marion St. NE  
Salem, OR 97301-3737

**AND:** (“Applicant”),

each a “Party” and, together, the “Parties”.

**Application Number:**

**RECITALS:**

- R 1.** WHEREAS Oregon Laws 2015, Chapter 545 (HB 2448) added to and was made a part of ORS 469B.270 to 469B.306.
- R 2.** WHEREAS Applicant is an owner of an energy conservation project with a total project cost certified under ORS 469B.291 of \$1 million or more.
- R 3.** WHEREAS Applicant has received a preliminary certificate issued under ORS 469B.288.
- R 4.** WHEREAS Applicant has submitted an application for final certification under ORS 469B.291.
- R 5.** WHEREAS, Applicant is subject to a performance agreement and a recertification requirement under Oregon Laws 2015, Chapter 545, Section 2 and any additional requirements the director determines are appropriate to promote the purposes of ORS 315.331 and 469B.279 to 469B.306.

NOW, THEREFORE, the Parties enter into this performance agreement (“Agreement”) as follows:

**SECTION 1: CERTAIN DEFINITIONS**

**1.1 “Certified Cost”** means the cost certified in the final certification.

- 1.2 **“Energy Conservation Project”** means any capital investment for which for first year energy savings yields a simple payback period of greater than three years. “Energy Conservation Project” does not include:
  - 1.2.1. Recycling equipment, products and projects;
  - 1.2.2. Transportation projects;
  - 1.2.3. Energy recovery as that term is defined in ORS 459.005; or
  - 1.2.4. Alternative fuel vehicles.
- 1.3 **“Final Certification”** means the review and approval of an application for final certification of a project certified by the director. The final certification shall indicate the amount of projected energy savings attributable to the project and the total project cost.
- 1.4 **“Preliminary Certification”** means the review and approval of an application for preliminary certification where the director issues a preliminary certificate approving the installation or construction of the project. The certificate shall indicate the potential maximum amount of tax credit allowable and shall list any conditions for claiming the credit.
- 1.5 **“Total Project Cost”** means all costs directly associated with an Energy Conservation Project, including costs that are not qualifying project costs.

**SECTION 2: AUTHORIZED REPRESENTATIVES**

2.1 Agency’s Authorized Representative is:

\_\_\_\_\_ (insert name)  
 \_\_\_\_\_ (insert address)  
 \_\_\_\_\_ (address line 2)  
 \_\_\_\_\_ (insert phone) Office  
 \_\_\_\_\_ (insert email)

2.2 Applicant’s Authorized Representative is:

\_\_\_\_\_ (insert name)  
 \_\_\_\_\_ (insert address)  
 \_\_\_\_\_ (address line 2)  
 \_\_\_\_\_ (insert phone) Office  
 \_\_\_\_\_ (insert email)

**SECTION 3: OBLIGATIONS OF EACH PARTY**

3.1 Subject to final certification and to the terms and conditions of this Agreement, ODOE shall allow a tax credit of **XX** percent of the certified cost of the project.

**3.2** Applicant agrees to comply with the conditions of the preliminary certificate and fulfill the requirements of the final certificate. Applicant further agrees to the conditions of recertification according to Oregon Laws 2015, Chapter 545 (HB 2448) and OAR 330-210-0110, filed and effective on **DATE**.

**SECTION 4: PROJECT DESCRIPTION**

**4.1 Project.** <<Description of project to be entered here>>.

**SECTION 5: PERFORMANCE REQUIREMENTS**

**5.1** <<performance requirements as provided in the preliminary application and certificate>>

**5.2** <<performance requirements as provided in the preliminary application and certificate, etc.>

**SECTION 6: REPRESENTATIONS AND WARRANTIES**

Applicant represents and warrants to ODOE that:

**6.1 Existence and Power.** Applicant is a:

- Corporation
- Non-profit Corporation
- Partnership
- Limited Liability Company
- Other \_\_\_\_\_

duly organized and validly existing under the laws of **STATE** and is authorized to do business in Oregon as <<name of company>>. Applicant has the power and authority to enter into and perform this Agreement.

**6.2 Authority, No Contravention.** The making and performance by Applicant of this Agreement (a) have been duly authorized by all necessary action of Applicant, (b) do not and will not violate any provision of Applicant’s articles of incorporation and bylaws, and, to the best of Applicant’s knowledge, do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, and (c) to the best of Applicant’s knowledge, do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Applicant is a party or by which Applicant or any of its properties may be bound or affected;

**6.3 Binding Obligation.** When executed and delivered, this Agreement shall be a valid and binding obligation of Applicant enforceable in accordance with its terms; the provisions of this Agreement do not conflict with or result in a default under any agreement or other instrument binding upon Applicant and do not result in a violation of any law, regulation, court decree or court order or other legal process applicable to Applicant;

**6.4 Approvals.** No authorization, consent, license, approval of, filing or registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Applicant of this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Applicant.

## **SECTION 7: DEFAULT**

**Applicant will be in default under this Agreement upon the occurrence of any of the following events:**

- 7.1** Applicant fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 7.2** Any representation, warranty or statement made by Applicant in this Agreement or in any documents or reports relied upon by ODOE to measure the delivery of services, the expenditure of funds or the performance by Applicant is untrue in any material respect when made;
- 7.3** Applicant (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing;
- 7.4** A proceeding or case is commenced, without the application or consent of Applicant, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Applicant, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Applicant or of all or any substantial part of its assets, or (c) similar relief in respect to Applicant under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Applicant is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect);
- 7.5** There is a change in ownership of Applicant that effects a change of the largest ownership interest or majority control of the business without the prior written consent of ODOE, which consent shall not be unreasonably withheld or delayed. Change of ownership for a publicly traded corporation does not include purchase of shares on terms available to the general public; or

**7.6** Applicant closes or relocates its business conducted at its Facility without the prior written consent of ODOE.

**ODOE will be in default under this Agreement if:**

**7.7** ODOE fails to perform, observe or discharge any of its obligations under this Agreement.

## **SECTION 8: REMEDIES**

In the event Applicant is in default under Section 7, ODOE may, at its option pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement, (b) revocation of the final certificate issued under ORS 469B.291, and (c) forfeiture of tax credits and collection by the Oregon Department of Revenue.

## **SECTION 9: TERMINATION**

**9.1** Once effective, this Agreement shall continue in effect until MM, DD, YYYY.

**9.2** This Agreement may be terminated as follows:

- a. Immediately upon revocation of the Final Certificate by the Director in accordance with ORS 469B.300 (1).
- b. Upon ODOE's written notice to Applicant of the failure to submit a recertification application to the department at least 60 days prior to the anniversary date of the issuance of the initial tax credit.
- c. Immediately upon Applicant's written notice to ODOE as a result of an Amendment request according to [Section 14: AMENDMENTS](#), paragraph 14.1 c.
- d. Immediately upon ODOE's written notice, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that ODOE's performance under this Agreement is prohibited.
- e. As provided Section 14.1.c.
- f. As provided in Section 23.

## **SECTION 10: INDEMNIFICATION**

**10.1** Applicant shall defend, save, hold harmless, and indemnify the State of Oregon and ODOE and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Applicant or its officers, employees, subcontractors, or agents under this Agreement.

**10.2** Applicant will have control of the defense and settlement of any claim that is subject to this Section. But neither Applicant nor any attorney engaged by Applicant may defend the claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State

of Oregon. Nor may Applicant settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Applicant is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

## **SECTION 11: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between ODOE or any other agency or department of the State of Oregon, or both, and Applicant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. APPLICANT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 12: RECORDS MAINTENANCE AND ACCESS**

Applicant shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Applicant shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Applicant, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Applicant's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Applicant, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Applicant acknowledges and agrees that ODOE and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Applicant shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

Applicant shall mark as PROPRIETARY or CONFIDENTIAL any materials, documents, and information provided to ODOE that Applicant requests be confidential. ODOE shall keep such materials, documents, and information exempt from disclosure to the extent allowed by the Oregon Public Records Law, ORS 192.410 to 192.505.

### **SECTION 13: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

### **SECTION 14: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

- 14.1 Applicant must submit a written amendment request to ODOE to amend this Agreement. ODOE shall decide whether to approve the request. An amendment cannot result in a greater tax credit amount.
- a. If approved, ODOE shall draft an amended Agreement, which may contain new or amended conditions and requirements. The amended Agreement shall become effective upon signature by all parties.
  - b. If denied, ODOE shall notify the applicant in writing. The notice will include the reasons for the denial of the amendment request.
  - c. Applicant may accept the denial of the amendment request and comply with the terms of the Agreement, or Applicant may terminate the Agreement and provide notice of termination to ODOE. Upon receipt of the Applicant's notice of termination, ODOE may revoke the tax credit as provided in ORS 469B.300.

### **SECTION 15: INSURANCE**

Applicant shall maintain, with financially sound and reputable insurers, insurance against fire and causality and other hazards, risks, and liabilities to persons and property to the extent and manner customary for companies in similar businesses similarly situated.

### **SECTION 16: NATURE OF OPERATIONS**

Applicant shall continue to operate its Facility as described in Section 5 and shall not substantially reduce or change the nature of the Facility's operations except by written amendment pursuant to Section 14.

### **SECTION 17: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address or email address set forth in **Section 2** of this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 17. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by

personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

**SECTION 18: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 10, 11, 18, and 19 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

**SECTION 19: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**SECTION 20: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

**SECTION 21: INTENDED BENEFICIARIES**

ODOE and Applicant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

**SECTION 22: FORCE MAJEURE**

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, to the extent such events are beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODOE may terminate this Agreement upon written notice to Applicant after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.



### **SECTION 23: ASSIGNMENT AND SUCCESSORS IN INTEREST**

Applicant may not assign or transfer its interest in this Agreement without the prior written consent of ODOE and any attempt by Applicant to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. ODOE's consent to Applicant's assignment or transfer of its interest in this Agreement will not relieve Applicant of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

### **SECTION 24: TIME IS OF THE ESSENCE**

Time is of the essence in Applicant's performance of its obligations under this Agreement.

### **SECTION 25: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

### **SECTION 26: COMPLIANCE WITH TAX LAWS**

Applicant must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.

### **SECTION 27: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

### **SECTION 28: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached [Exhibit A \(Recertification Process\)](#) and [Attachment 1 to Exhibit A \(Recertification Application\)](#)

### **SECTION 29: CERTIFICATION AND SIGNATURES**

**Certification:** The individual signing on behalf of Applicant hereby certifies and swears under penalty of perjury: (a) S/He is authorized to act on behalf of Applicant and (b) Applicant is an independent contractor as defined in ORS 670.600.

The Parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures. The Applicant, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**APPLICANT NAME**

**OREGON DEPARTMENT OF ENERGY**

_____ <b>Signature</b>	_____ <b>Date</b>	_____ <b>Jan Lemke</b> <b>Designated Procurement Officer</b>	_____ <b>Date</b>
_____ <b>Printed Name</b>		_____ <b>Blake Johnson</b> <b>Chief Financial Officer (Interim)</b>	_____ <b>Date</b>
_____ <b>Title</b>		_____ <b>Michael Kaplan, Director</b> <b>Oregon Department of Energy</b>	_____ <b>Date</b>



**EXHIBIT A**

**Energy Incentives Program: Energy Conservation Tax Credit HB 2448 Recertification Process**

<b>Tax Credit Year</b>	<b>Year 1 Tax Credit</b>	<b>Year 2 Tax Credit</b>	<b>Year 3 Tax Credit</b>	<b>Year 4 Tax Credit</b>	<b>Year 5 Tax Credit</b>
<b>Certification Period</b>	Final Application Period	Recertification Period 1	Recertification Period 2	Recertification Period 3	
<b>Amount of Credit</b>	10% of certified cost	10% of certified cost	5% of certified cost	5% of certified cost	5% of certified cost
<b>Application Type</b>	Final Application	Application for Recertification	Application for Recertification	Application for Recertification	
<b>Requirements</b>	Applicant completes project as described in preliminary certificate. Project begins operating.	In first year of operation, project operates and performs as described in the performance agreement.	In second year of operation, project operates and performs as described in the performance agreement.	In third year of operation, project operates and performs as described in the performance agreement.	
<b>Application Review</b>	Project review and inspection to set the baseline for operations and reporting outlined in a performance agreement. ODOE will require the applicant to enter into a performance agreement.	Compare operation and performance data to requirements of performance agreement, may inspect project.			
<b>Tax credit certificate issued</b>	One portion of the tax credit up to 10% of certified costs.	One portion of the tax credit up to 10% of certified costs.	One portion of the tax credit up to 5% of certified costs.	Two portions of the tax credit each up to 5% of certified costs. Credit must be used in two increments representing the two years for which the credit was issued.	
<b>Failure to Submit or Approve Application</b>	No tax credits issued.	No tax credit certificate will be issued for the portion of the credit attributable to a year in which the failure of the Applicant to submit or ODOE to approve the recertification occurs. Any such portion is deemed revoked. Applicant may submit recertification applications in subsequent years if recertification periods remain.			
<b>Transferability of Tax Credit</b>	Once recertified, a portion of the tax credit may be sold, through the EIP transfer or pass-through process, at the present value rate for five-year credits set at the time of ODOE receives the preliminary application.				

**ATTACHMENT # 1 TO EXHIBIT A: RECERTIFICATION APPLICATION**





**Energy Incentives Program Application for Recertification**

For Office Use Only
<b><u>Date Received:</u></b>

In accordance with OAR 330-210-0110 and your fully executed performance agreement, an applicant of an energy conservation project with certified cost of \$1 million or more must recertify the tax credit annually up to three years following the date of the issuance of the final certificate to receive the full value of the credit.

To recertify the tax credit, ODOE must receive an Application for Recertification **at least 60 days prior to the anniversary date** of the issuance of the final certificate.

1. <b><u>Applicant Information</u></b>		
Application Number:		
Applicant Name (legal owner):		
Business Name, if different:		
Federal Tax ID (REQUIRED):		SSN:
Mailing Address:		
City:	State:	Zip:
Contact Name:	Phone:	Email:

2. <b><u>Project Information</u></b>
<p>The Application for Recertification must include the following information. Attach additional pages as necessary and include where applicable:</p> <ul style="list-style-type: none"> <li>• A description of the business operations conducted at the facility and any changes in business operations since the project was completed;</li> <li>• Energy consumption or production data for the project or facility as shown in the preceding 12 months of utility billing records;</li> <li>• A statement signed by the applicant attesting that the project is in compliance with all applicable laws related to the ownership and operation of the project;</li> <li>• A statement signed by the applicant attesting that the applicant is current on all obligations to the state, including but not limited to taxes and permitting fees;</li> <li>• Any other information required by ODOE.</li> </ul>

### 3. Pass-through Program Intention

Does the Project Owner intend to use Pass-through?

Yes  No

- If 'YES', answer the questions below.
- If 'NO', the portion of the tax credit will be issued in the project owner's name.

1. Has the Project Owner identified a Pass-through partner?

Yes  No

- If 'YES', complete the separate Pass-through Program Attachment.  
(<http://www.oregon.gov/energy/BUSINESS/Incentives/Pages/EIP-Conservation.aspx>)
- If 'NO', answer question 2 below.

2. Will the Project Owner request assistance finding a pass-through partner(s) from the Oregon Department of Energy?

Yes  No

- If assistance finding a partner(s) is requested, the Department will exercise due diligence to find a partner(s) but cannot guarantee that a partner(s) will be found.

### 4. Project Owner Statement – To be signed by project owner.

1. I have enclosed a check to ODOE or will pay by Visa, MasterCard or Discover the required recertification fee, which is non-refundable.
2. I have completed this form to the best of my knowledge and have not altered any of these statements.
3. I certify that I am the project owner or the authorized agent.
4. I understand that this application is specific to the project represented on this form and that this application cannot be transferred to any other Energy Incentives Program projects.
5. I authorize any incentivizing entity outside of ODOE to release all relevant information related to this project to ODOE. This includes but is not limited to: project information, incentives offered and received, and inspection results.

By signing this statement, I acknowledge that I have read and agree with the terms and conditions of statute, rule, the performance agreement, and this statement. I have not altered any part of this statement or application.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Please do NOT print this page double sided.  
The credit card information will be destroyed once the payment is processed.**

**Recertification Fee**

1. Payment **MUST** be received with the application or you will not be eligible for a credit.
2. Application will be **INCOMPLETE** if this payment is not submitted with application.
3. Payment is considered "Received" when a signed check is included or credit card information is filled in and signed by the cardholder.
4. If payment is unable to be processed or is declined, the application will be considered **INCOMPLETE**.



**EIP Recertification Fee =**

**\$750.00**

**Payment Method:**

**Mail completed Application for Recertification and recertification fee to:**

**Oregon Department of Energy  
EIP Recertification  
PO Box 2008  
Salem, OR 97308**

**Check:** Please make **\$750.00** check payable to **Oregon Department of Energy** and include with form.

**OR**

**Visa**       **MasterCard**       **Discover**

**ALL FIELDS REQUIRED TO PROCESS:**

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name of cardholder as shown on credit card: \_\_\_\_\_

Security Code (3 digits on back of card): \_\_\_\_\_

Billing Address for the card: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address for receipt: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Credit card information will be destroyed once the payment is processed.**