

Appendix A

Sample Statewide Customized Offering Agreement

These are sample 2014 Statewide Customized Offering Agreements. It is subject to change, therefore be sure to review the actual agreement you receive before signing.

PG&E Statewide Customized Retrofit and Demand Response Agreement

2013 CUSTOMIZED RETROFIT - DEMAND RESPONSE AGREEMENT

This Agreement is entered into by [Pacific Gas and Electric Company] ("UTILITY") and the Project Sponsor (third party entity or UTILITY Customer if self sponsored), as indicated. Project Sponsor agrees to review these terms and conditions. Any implementation of this project will be deemed the Project Sponsor's acceptance of these terms and conditions. If these terms and conditions are not acceptable, the Project Sponsor must notify UTILITY and refrain from any implementation of the project, otherwise will do so at their own risk.

Application Information

Project Name: _____

App. Number: _____

Date Received: _____ Demand Response _____ Calculated _____ M&V Required _____

UTILITY Customer Information

COMPANY NAME	CORP. PARENT NAME (if applicable)		
ADDRESS	CITY	STATE	ZIP CODE
CONTACT NAME	E-MAIL ADDRESS		
TITLE	TELEPHONE NO.	FAX NO.	
TAX STATUS	Corp.	Non-Corp	Exempt, Reason:
COMPANY/CORP. FEDERAL TAX ID			

Project Sponsor Information

COMPANY NAME	CORP. PARENT NAME (if applicable)		
ADDRESS	CITY	STATE	ZIP CODE
CONTACT NAME	E-MAIL ADDRESS		
TITLE	TELEPHONE NO.	FAX NO.	
TAX STATUS	Corp.	Non-Corp	Exempt, Reason:
COMPANY/CORP. FEDERAL TAX ID			

Site Information

SITE NAME	SITE I.D. # (if applicable)		
SITE ADDRESS	CITY	STATE	ZIP CODE
SITE CONTACT NAME	CONTACT PHONE #		
ELECTRIC SERVICE AGREEMENT(S) #	GAS SERVICE AGREEMENT(S) #		

Approved Customized Retrofit Estimate				
MEASURE DESCRIPTION	kWh	Permanent kW	therms	\$ Amount
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
	0.0	0.00	0.00	\$0.00
Kicker Measure Description	Measure Type			Kicker Incentive
Sub-Total	0.0	0.00	0.00	\$0.00
Project Cost Adjustment				\$0.00
Site Cap Adjustment				\$0.00
Total Incentive				\$0.00
10% Measurement and Verification Adder				\$0.00

1.0 PROJECT DESCRIPTION This Agreement is limited to the **CUSTOMIZED RETROFIT - DEMAND RESPONSE** ("CR-DR") Project(s) ("Project(s)") described on the Customized Energy Efficiency/Demand Response Incentive Application and CR-DR Form (both together referred as "Application") incorporated by reference into this Agreement. As stated in the Application, UTILITY shall pay incentives in accordance with the terms and conditions of this Agreement.

1.1 Documents Incorporated by Reference The following documents are incorporated by reference and are made part of this Agreement: Project Sponsor's approved Application, UTILITY acceptance letter(s) based on measures proposed in the Application, and the 2013 CR-DR Procedures Manual ("Program Manual").

2.0 ELIGIBILITY CR-DR funding is limited and is available on a first come, first served basis. Funds will be reserved only upon UTILITY approval of the Application. The CR-DR Program offers two types of incentives, Non Residential Retrofit and Demand Response. A Project may be eligible for one or both of these incentives.

Customized Retrofit Projects must meet the following requirements to be eligible for incentives: (1) Project must be nonresidential and be located within UTILITY's service territory. (2) UTILITY Customers must pay the Public Purpose Programs ("PPP") surcharge on their UTILITY bills. (3) Projects will be evaluated using either the Calculated Savings Approach or the Measured Savings Approach. (4) Projects must exceed the Title 24 energy efficiency requirements set by the California Energy Commission ("CEC") applicable at the time this Agreement is signed, or current industry standards using UTILITY-approved project baselines if Title 24 standards are not available. (5) Projects must meet all other CR-DR requirements. (6) The Project Sponsor certifies that the energy savings and permanent peak reduction components of this Project have not and will not receive funds from any other energy conservation program funded by the PPP fund, the CEC or the California Public

Utilities Commission ("CPUC").

Demand Response Projects must meet the following requirements to be eligible for incentives: (1) Project must be commercial, industrial, or agricultural and be located within UTILITY's service territory. (2) Customer must receive retail electric service from UTILITY. (3) Customer must have an existing electric meter that is capable of recording usage in 15 minute intervals and that can be read remotely by UTILITY. (4) Project site's associated service agreement must have a maximum demand greater than or equal to 200 kW within the last 12 billing months, or the facility must be able to demonstrate a load reduction greater than or equal to 30 kW. (5) Projects will be evaluated using either the Calculated Savings Approach or the Measured Savings Approach (for measures requiring Measurement and Verification (M&V)). (6) Projects must meet all other CR-DR Program requirements. (7) Project Sponsor certifies that the dispatch-able peak reduction components of the Project have not and will not receive funds from any energy conservation program funded by the PPP fund, the CEC or the CPUC.

3.0 SUBMITTAL REQUIREMENTS FOR PAYMENT As a condition of payment, Project Sponsor shall submit to UTILITY the documents described below. Required documents include but are not limited to: 1) Completed, signed Application; 2) Complete engineering calculations and documentation to demonstrate energy savings, permanent peak demand reduction, and dispatch-able peak demand reduction (including archival diskette if applicable); 3) Schematic drawings and/or manufacturer specification sheets if applicable; 4) Invoices and/or documentation to support Project cost at UTILITY'S request; 5) Additional Project-specific documents as requested by UTILITY prior to payment of incentives; and 6) Operating Report if the Measured Savings Approach is used.

4.0 INSPECTIONS As a condition of payment, Project Sponsor is responsible for ensuring that UTILITY has reasonable access for all inspections, including but not limited to those described below: 1) CR-DR Pre-Installation Equipment Inspection to examine the existing/baseline equipment and to check the accuracy of Project Sponsor's equipment survey; 2) CR Post-Installation Equipment Inspection to check installed equipment and to verify accuracy of Project Sponsor's equipment survey; 3) DR Post-Installation dispatchable load reduction demonstration(s); 4) CR-DR Post-operation inspection to check the energy savings of the Measures after installed equipment has been operating. This inspection can take place after the Operating Report has been submitted or earlier, at UTILITY's discretion.

5.0 REVIEW AND DISCLAIMER UTILITY'S AND/OR ITS CONSULTANTS' 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. PROJECT SPONSOR SHALL IN NO WAY REPRESENT TO ANY THIRD PARTY THAT UTILITY'S REVIEW OF THE MEASURES OR PROJECT, INCLUDING, BUT NOT LIMITED TO, UTILITY'S AND/OR ITS CONSULTANTS' REVIEW OR ANALYSIS OF THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF THE MEASURES OR PROJECT, IS A REPRESENTATION BY UTILITY AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, AND RELIABILITY OF SUCH MEASURES OR PROJECT. PROJECT SPONSOR IS SOLELY RESPONSIBLE FOR THE ECONOMIC AND TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY AND RELIABILITY OF PROJECT SPONSOR'S PROJECT AND MEASURES.

6.0 PAYMENTS Incentive payments will only be paid after all CR-DR requirements are met by Project Sponsor to Utility's satisfaction. UTILITY retains sole discretion to determine the appropriate baseline values, dispatchable peak reduction and energy savings calculations used to determine incentive payments. Incentive payments shall only be paid on CR Projects that exceed Title 24 standards applicable when this Agreement is signed or industry standards in the absence of Title 24 standards. DR Projects are not subject to a standard baseline. UTILITY reserves the right to modify or cancel the incentive amount if the actual system installed differs from the installation in Project Sponsor's approved Application(s).

6.1 CR INCENTIVE PAYMENTS The total incentive payment under the Calculated Savings Approach or Measured Savings Approach shall not exceed the total incentive in the Final Approved CR Energy Savings Estimate (as presented on Page 2 of this Agreement). Projects with increased measure costs or installation of more efficient equipment are eligible for incentive payments above the total incentive, based on actual installed measure costs and energy savings from the actual installed equipment. Projects using the Measured Savings Approach are

eligible for up to an additional 10% of the approved incentive amount in the event that actual energy savings are higher than projected. See Program Manual for details. The total incentive payment may be limited as described in the Program Manual. The calculations shall be in accordance with the Program Manual. The following Energy Savings incentive rates shall apply for the types of retrofit projects: Basic Lighting, 3 cents/kWh; Basic Non-Lighting, 8 cents/kWh; Targeted Lighting, 8 cents/kWh; Targeted Non-Lighting, 15 cents/kWh; and Natural Gas, \$1.00/therm. All types of retrofit projects shall use a Peak Demand Reduction incentive rate of \$100/kW. UTILITY will make the applicable incentive payment to Customers, in one or more installments, only after the appropriate documents have been submitted and approved, and the appropriate inspections of the Project have been satisfactorily completed, in accordance with the rules set forth in the Program Manual. All Project(s) must be installed and fully operational by June 1, 2014. UTILITY reserves the right to cease making incentive payments, require the return of incentive payments and/or terminate this Agreement if the project(s) is not installed and fully operational by June 1, 2014. Energy savings for which incentives are paid cannot exceed the actual usage provided by the UTILITY. Non-utility supply, such as cogeneration or deliveries from another commodity supplier, does not qualify as usage from the UTILITY (with the exception of Direct Access customers or customers paying departing load fees for which the UTILITY collects PPP surcharges).

6.2 DR INCENTIVE PAYMENTS The total dispatch-able peak incentive payment under either the Calculated Savings or Measured Savings Approach shall not exceed the total incentive approved in the Approved Demand Response Dispatch-able Peak Demand Reduction Estimate (as presented in this Agreement), and is limited to \$300,000 per customer. The total dispatch-able peak demand reduction (DR) incentive is limited to 75% of the incremental DR measure cost. The calculations shall be in accordance with the Program Manual. The following dispatch-able peak reduction incentive rates shall apply for the projects DR program enrollment categories: AutoDR Category 1, \$125/kW; Category 2, \$50/kW. Enrollment category 1 includes the following DR programs: AMP, BIP, CBP, PDP and PeakChoice with committed load reduction efforts option. Enrollment category 2 includes the following DR programs: DBP and PeakChoice Best Efforts Options. UTILITY will make the applicable incentive payment in one or more installments, only after the appropriate documents have been submitted and approved, and the appropriate inspections of the Project have been satisfactorily completed, in accordance with the rules set forth in the Program Manual. The first installment, 25% of the total DR incentive, will be paid upon successful post-field inspection, and completion and approval of the Post Installation Review. The last installment, and final 75% of the total DR incentive, will be paid after successful load reduction demonstration, completion of the DR Load Verification Review, and enrollment in a Demand Response Program. Customer must enroll in a DR program upon receiving the first incentive payment installment. The customer is required to stay in a DR program for three years. Customer can move from one DR program to another, within an enrollment category, according to PG&E tariff. Customer can change from Category 2 to Category 1, but not from Category 1 to Category 2. If the customer cancels out of the DR program prior to three years, UTILITY is entitled to a 100% refund of the incentive. The equipment needs to be in place for a period of not less than five years. All 2013 Project(s) must be installed and fully operational by June 1, 2014. UTILITY reserves the right to cease making incentive payments, require the return of incentive payments and/or terminate this Agreement if the Project is not installed and fully operational by December 31, 2014.

7.0 PAYMENT DISQUALIFICATION A prorated part of the incentives shall be repaid by Project Sponsor to UTILITY if: For CR Projects, Customer fails to pay the PPP surcharge throughout the Term of this Agreement. For DR Projects, Customer ceases to receive retail electric service from UTILITY any time throughout the Term of this Agreement. For both CR and DR Projects, UTILITY did not receive the energy benefit for which the incentive is paid, for a period of not less than five years.

7.1 Project Sponsor agrees that if 1) Project Sponsor does not provide UTILITY with 100 percent of the related benefits specified in the Application, for a period of five years from the UTILITY approved installation date, or 2) the energy benefit to UTILITY ceases (for example, if UTILITY Customer stops using the equipment, no longer pays the PPP surcharge, or discontinues retail electric service with UTILITY), Project Sponsor will return to UTILITY the prorated portion of the Incentive dollars based on the actual period of time for which UTILITY Customer provided the energy benefit.

7.2 Project Sponsor shall repay any payments made by UTILITY within 30 days of notification by UTILITY that repayment is required. UTILITY is entitled to offset against payments owed to Project Sponsor any amount due to UTILITY which remains unpaid 40 calendar days after UTILITY'S written demand for payment. Project Sponsor may designate in writing a third party to whom UTILITY shall make incentive payments.

8.0 TERM AND TERMINATION The Term of this Agreement shall commence on the last date that a Party executes this

Agreement and shall terminate no later than five years from the Project Installation Report approval date unless terminated earlier pursuant to this Agreement.

9.0 ASSIGNMENT Project Sponsor consents to UTILITY's assignment of all of UTILITY's rights, duties and obligations under this Agreement to the CPUC and/or its designee. Such assignment shall relieve UTILITY of all rights, duties and obligations arising under this Agreement. Other than UTILITY's assignment to the CPUC or its designee, neither Party shall assign its rights or delegate its duties without the prior written consent of the other Party, except in connection with the sale or merger of a substantial portion of its properties. Any such assignment or delegation without written consent shall be null and void. Consent to assignment shall not be unreasonably withheld. If an assignment is requested, the Project Sponsor is obligated to provide additional information if requested by UTILITY.

10.0 PERMITS AND LICENSES Project Sponsor, at its own expense, shall obtain and maintain licenses and permits needed to perform its work. Failure to maintain necessary licenses and permits constitutes a material breach of Project Sponsor's obligations.

11.0 ADVERTISING, MARKETING AND USE OF UTILITY'S NAME Project Sponsor shall not use UTILITY's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including to solicit customers to participate in the Project, without UTILITY's prior written consent. Project Sponsor shall make no representations to its customers on behalf of UTILITY.

12.0 INDEMNIFICATION Project Sponsor shall indemnify, defend and hold harmless, and releases UTILITY, its affiliates, subsidiaries, parent company, officers, directors, agents and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: injury to or death of persons, including but not limited to employees of UTILITY or Project Sponsor; (ii) injury to property or other interests of UTILITY, Project Sponsor, or any third party; (iii) violation of local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Project Sponsor's performance of, or failure to perform, this Agreement, however caused, regardless of any strict liability or negligence of UTILITY whether active or passive, excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by the sole negligence or willful misconduct of UTILITY, its officers, managers or employees.

12.1 Project Sponsor acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability, or violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.

12.2 Project Sponsor shall, on UTILITY's request, defend any action, claim or suit asserting a claim which might be covered by this indemnity. Project Sponsor shall pay all costs and expenses that may be incurred by UTILITY in enforcing this indemnity, including reasonable attorney's fees.

12.3 If this Agreement is assigned pursuant to Section 9.0, the Project Sponsor agrees that this indemnification shall continue to apply to UTILITY and shall apply to the assignee.

13.0 LIMITATION OF LIABILITY UTILITY shall not be liable for any incidental or consequential damages, including without limitation, loss of profits or commitments to Subcontractors, and any special, incidental, indirect or consequential damages incurred by Project Sponsor or its Customer.

14.0 CPUC AUTHORITY TO MODIFY This Agreement shall at all times be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

15.0 INTEGRATION This Agreement constitutes the entire agreement and understanding between the Parties as

to the subject matter of the Agreement. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between Project Sponsor and UTILITY, whether oral or written, and has been induced by no representations, statements or agreements other than those expressed herein. Neither Project Sponsor nor UTILITY shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Agreement.

NO AMENDMENT, MODIFICATION OR CHANGE TO THIS AGREEMENT SHALL BE BINDING OR EFFECTIVE UNLESS EXPRESSLY SET FORTH IN WRITING AND SIGNED BY UTILITY'S REPRESENTATIVE AUTHORIZED TO EXECUTE THE AGREEMENT.

16.0 WRITTEN NOTICE Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by facsimile, email, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by UTILITY.

UTILITY	
UTILITY Project Manager	<u>Cecilia Tai - Area 1</u>
Address	<u>Pacific Gas and Electric, Mail Code N8A, P.O. Box 770000</u>
City, State, Zip	<u>San Francisco, CA 94177</u>
Fax # (facsimile)	<u>(415) 972-5155</u>
Email:	<u>cmt8@pge.com</u>

PROJECT SPONSOR	
Name	<u></u>
Company	<u></u>
Address	<u></u>
City, State, Zip	<u></u>
Fax # (facsimile)	<u>-</u>
Email	<u></u>

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; (d) if by email; or (e) if by overnight courier: on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

17.0 **CONFLICTS BETWEEN TERMS** Should a conflict exist between the main body of this Agreement and the Documents Incorporated by reference, the main body of this Agreement shall control. Should a conflict exist in the Documents Incorporated by reference, the Documents shall control in the following order: 1) Program Manual; 2) UTILITY acceptance letter(s) and incentive estimate(s) based on Measures as approved in Application(s); and 3) Project Sponsor's approved Application(s). Should a conflict exist between an applicable federal, state, or local law, rule, regulation, order or code and this Agreement, the law, rule, regulation, order or code shall control. Varying degrees of stringency among the main body of this Agreement, the Documents Incorporated by reference, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any conflict or inconsistency concerning this Agreement.

18.0 **CANCELLATION OF AGREEMENT** UTILITY may suspend or terminate the Agreement, without cause, upon written notice to Customer/ Project Sponsor.

This program is funded by California Utility Customers and administered by UTILITY under the auspices of the CPUC.

SCE Statewide Customized Offering Agreement

Applicant Agreement Regarding Program Terms and Conditions

Proj # _____

I, the Applicant (and Customer's Authorized Agent of the Applicant, if applicable), hereby agree (the "Agreement") to the following terms and conditions to my participation in:

(1) Express Solutions Program, (2) Customized Solutions Program, and/or (3) Automated Demand Response (Auto-DR) Technology Incentives Program (the "Programs"). The Programs are identified and further described in the appropriate attachments to the Application, and also in the 2013-2014 Express Procedures Manual for Business (www.sce.com/express_solutions), the 2013-2014 Statewide Customized Offering Procedures Manual for Business (www.sce.com/customized_solutions), and the 2012 Auto-DR Technology Incentives Program Guidelines (www.sce.com/autodr), as applicable.

- 1.a Incorporation by Reference:** The Application (together with all applicable attachments) is hereby incorporated by reference into, and made a part of, this Agreement.
- 1.b Incorporation by Reference—SCE Partnerships (if applicable).** To the extent Applicant is a participant in an SCE 2013–2014 Local Government or Institutional Partnership, the following shall apply: In addition to the Application, the executed agreement to jointly deliver the applicable 2013–2014 Energy Efficiency Partnership Program between Applicant and SCE (and other California utilities where applicable) (the "Partnership Agreement") shall also be incorporated into this Agreement by this reference. Should a conflict exist between the terms and conditions of this Agreement and the Partnership Agreement (including but not limited to Section 10 of this Agreement), then the terms and conditions of the Partnership Agreement shall control with respect to such conflict.
- 2. Limitation on Funding Availability:** Each Program has limited funding and is offered on a first-come, first-served basis until funding is depleted or the Program is terminated, whichever comes first. I further understand that submission of this Application is not a guarantee of payment by SCE, nor is it a guarantee of fund availability. Upon SCE's approval of this Application and SCE's execution of a Program project agreement, if applicable to the requested Program, incentive funds will be reserved by SCE; however, payment of any incentive is subject to post-installation performance verification.
- 3. Changes to Program:** Funding and conditions of each Program 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 jurisdiction. I understand that if a 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. In addition, SCE may suspend or terminate any agreement related to a Program without cause (and without prior written notice) if SCE determines suspension or termination of the agreement is necessary in order to make changes to the related Program or if SCE is ordered by the CPUC to modify or discontinue a Program and/or any agreements related to a Program. I agree that SCE will not be liable for any damages or compensation of any kind that may result from the changes described in this paragraph 3.
- 4. Right of Assignment:** SCE may assign any agreement related to my participation in a Program, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without my prior written consent, provided SCE remains obligated for payments incurred prior to the assignment. I may not assign this Application, in whole or in part, or my rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of SCE.
- 5. Site Access Requirements:** The Program(s) I select may require installations, audits, inspections, measurements of the performance of the project measure(s) (referred to as "solution(s)"), and/or verification of installation of solutions. Therefore, I agree to provide reasonable access to the project site(s) for these purposes to SCE and/or its agents, assigns, or contractors and the CPUC and/or its agents or assigns.
- 6. Authorized Services:** I understand that SCE employees, contractors and/or agents are authorized to provide only the services described in this Application for the Programs. SCE assumes no responsibility for any services, installations, improvements or equipment offered or provided to me by an SCE employee, contractor or agent other than those specified in this Application or that have not been authorized by SCE.
- 7. Release and Use of Information:** I authorize SCE to release my contact and other relevant information to SCE's employees, contractors and/or agents for purposes related to my participation in the Program(s). I further authorize SCE's employees, contractors and agents to contact me with regard to the initiation, performance, and/or verification of any of the terms and conditions of the applicable Program(s).
- 8. Calculation of Energy Savings:** SCE will not pay incentives for any energy savings in excess of the actual annual amount of my electricity usage at each SCE service account for which incentives are requested.
- 9. Equipment Eligible for Incentives:** Energy savings and demand reduction resulting from the project must be above and beyond baseline energy performance, which include state-mandated codes, federal-mandated codes, industry-accepted performance standards or other baseline energy performance standards as determined by SCE. Refurbished and/or leased equipment is not eligible for Program incentives. Specific restrictions may apply to each energy efficiency solution, as outlined in the instructions and attached Application forms.
- 10. Method for Calculation of Incentive Payments:** I understand that SCE pays up to 50% of the project cost for Customized Solutions, and up to 100% of the equipment cost for Express Solutions. For Auto-DR Technology Incentives, SCE pays up to \$300 per kW reduced (not to exceed 100% of the actual and reasonable cost for the purchase and installation of qualifying equipment) in accordance with the 2012 Auto-DR Technology Incentives Program Guidelines. Customized calculations will be in accordance with the 2013-2014 Statewide Customized Offering Procedures Manual for Business (www.sce.com/customized_solutions). I further understand that the total calendar year incentive payments to individual SCE customer cannot exceed \$3 million for Customized Solutions and \$4.5 million for Express Solutions per program cycle 2013-2014. Auto-DR Technology Incentives payments to an individual SCE customer cannot exceed \$5 million per program cycle 2012-2014.
- 11. Limitations on Incentive Payments:** To be eligible for Program incentives, I understand that if I am not in good standing on all of my service accounts and contracts with SCE or do not meet the program requirements, SCE may hold my incentives or apply them towards amounts I owe to SCE. I agree that I have not and will not apply for or receive rebates, incentives or services for the solution(s) covered by this Application from any other utility, state or local program funded by the Public Goods Charge (PGC). I further agree that I will not apply or receive rebates, incentives, or services for the incentive(s) covered by this Application in an amount greater than the total cost of the solution(s). Because the Programs are funded by California utility ratepayers and administered by SCE under the auspices of the CPUC, I may face adverse consequences (i.e., a requirement that I return payments that were made to me or a restriction on my eligibility to participate in other programs) if I violate these restrictions.
- 12. Estimated Savings May Not Equal Actual Savings:** I understand that all energy savings, incentives, and installed costs provided by SCE during the Program Application process are estimates only, and are subject to change based on SCE review and approval and that I am solely responsible for the selection, purchase, installation and ownership of the equipment and services under the Programs.
- 13. Energy Benefits:** As a qualified SCE customer, I certify that the indicated energy savings products are for use in my project site and not for resale. I agree to provide SCE with documents establishing paid proof of purchase and installation of the solutions applied for in this Application. I understand the incentive payments are based on related energy benefits over the life of the product. I agree that if (a) I do not provide Southern California Edison with 100% of the related energy benefits specified in the rebate form for the life of the product or for a period of five (5) years from receipt of rebate, whichever is less, or (b) I cease to be a customer of SCE during said time period, I shall refund a prorated amount of rebate dollars to SCE based on the actual period of time for which I provided the related energy benefits as an electric customer of SCE.
- 14. Risk Allocation:** I UNDERSTAND THAT SCE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING MANUFACTURERS, DEALERS, CONTRACTORS, MATERIALS OR WORKMANSHIP, OR REGARDING SELECTION OR QUALIFICATION OF CUSTOMER AUTHORIZED AGENTS. I ALSO UNDERSTAND, AND HAVE CAUSED MY CUSTOMER AUTHORIZED AGENT (IF ANY) TO UNDERSTAND, THAT SCE MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, USE, OR APPLICATION OF THE PRODUCTS OR SOLUTIONS. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, AND HEREBY RELEASE SCE, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF EACH OF THEM, FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, EXPENSES, AND LIABILITY (LEGAL, CONTRACTUAL, OR OTHERWISE), WHICH ARISE FROM OR ARE IN ANY WAY CONNECTED WITH ANY OF THE PROGRAMS.

MUST BE COMPLETED BY APPLICANT

15. I hereby acknowledge the following:

☐ By checking this box, I confirm that I will have used a license contractor, where applicable, and will have obtained all required permits for this installation.

16. I hereby acknowledge the following (check ONLY ONE of the following options):

- ☐ I am SELF-ADMINISTERING this project. Upon project approval, if applicable to requested Program(s), I intend to enter into an agreement with SCE for delivery of energy savings/demand reduction resulting from the installation of energy efficiency and demand response solutions at the project site listed in Section 2 of this Application.
- ☐ I have entered into a contract with the Customer's Authorized Agent indicated below for the installation of energy efficiency and/or demand response solutions at the project site listed in Section 2 of this Application. Upon project approval, if applicable to requested Program(s), my Customer's Authorized Agent is authorized to enter into the necessary agreements with SCE for delivery of energy savings and/or demand reduction resulting from the installation of these solutions at the project site. I understand that: (i) SCE makes no warranty or representation about the Customer's Authorized Agent's qualifications; (ii) I am solely responsible for selecting the Customer's Authorized Agent to implement the project on my behalf; (iii) that the Customer's Authorized Agent is an independent contractor and not authorized to make any representation on behalf of SCE; and (iv) that SCE will have no role in resolving any disputes between me, the Customer's Authorized Agent and/or any other third parties. I further authorize all contracts and correspondence to be sent directly to the Customer's Authorized Agent specified below.

17. **Verification and Certification:** I affirm that I am authorized to enter into this Agreement and that I have read, understand, and agree to all of the specific terms, conditions and other requirements and restrictions set forth in this Agreement for each of the Programs selected in this Application for my participation. I certify that the information I have provided in the Application that accompanies this Agreement is true and correct, and the project(s) for which I am requesting Program funding meet(s) all applicable requirements as set forth in this Application. Furthermore, I understand and agree that I meet all eligibility requirements for participation in the Program(s) for which I am applying. SCE reserves the right to request additional information to verify Applicant's eligibility to participate in the Program(s).

Customer Name (Please Print)	Signature	Title	Date
	#REF!		
Customer Authorized Agent Name (Please Print)	Signature	Title	Date

Facsimile Signature: Copies of Applicant's signed signature page may be transmitted to SCE by facsimile or other electronic means. Copies of the signature pages so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals.

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SDG&E Statewide Customized Offering Agreement



Energy Efficiency Business Incentive (EEBI)
2013-14 Program Project Agreement
Comprehensiveness Bonus

Application Information

Project Name: _____ Estimated Installation Completion Date (mm/yyyy): _____
Project Number: _____ ☐ Calculated ☐ M&V Required (M&V Plan Attached)
Date Received: _____ M&V Performed by: ☐ Project Sponsor ☐ SDG&E

Customer Information

COMPANY NAME _____ CORP. PARENT NAME (if applicable) _____
ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
CONTACT NAME _____ E-MAIL ADDRESS _____
TITLE _____ TELEPHONE NO. _____ FAX NO. _____
Tax Status: ☐ Corp. ☐ Non-Corp ☐ Exempt, Reason: _____
COMPANY/ CORP. FEDERAL TAX ID _____

Project Sponsor Information

COMPANY NAME _____ CORP. PARENT NAME (if applicable) _____
ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
CONTACT NAME _____ E-MAIL ADDRESS _____
TITLE _____ TELEPHONE NO. _____ FAX NO. _____
Tax Status: ☐ Corp. ☐ Non-Corp ☐ Exempt, Reason: _____
COMPANY/ CORP. FEDERAL TAX ID _____

Site Information

SITE NAME _____ SITE I.D. # (if applicable) _____
SITE ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
SITE CONTACT NAME _____ CONTACT PHONE # _____
ELECTRIC ACCOUNT(S) # _____ GAS ACCOUNT(S) # _____

Payee Information

SITE NAME _____ SITE ADDRESS _____ SITE CONTACT NAME _____ TITLE _____ Tax Status: <input type="checkbox"/> Corp. <input type="checkbox"/> Non-Corp <input type="checkbox"/> Exempt, Reason: _____	SITE I.D. # (if applicable) _____ CITY _____ STATE _____ ZIP CODE _____ CONTACT PHONE # _____ GAS ACCOUNT(S) # _____ COMPANY/ CORP. FEDERAL TAX ID _____
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Final Approved Savings Amount

Measure Description	kWh	kW	therms	\$ Amount
0	0.0	0.00	0.0	\$0.00
0	0.0	0.00	0.0	\$0.00
0	0.0	0.00	0.0	\$0.00
0	0.0	0.00	0.0	\$0.00
0	0.0	0.00	0.0	\$0.00
0	0.0	0.00	0.0	\$0.00
0	0.0	0.00	0.0	\$0.00
0	0.0	0.00	0.0	\$0.00
0	0.0	0.00	0.0	\$0.00
0	0.0	0.00	0.0	\$0.00
0	0.0	0.00	0.0	\$0.00
Sub-Total	0.0	0.00	0.0	\$0.00
Adjustments				\$0.00
Grand Total			Invoice Required	\$0.00

Project Cost & Incentive

Description	\$ Amount
Total Project Costs	\$0.00
Project Cost Cap*	\$0.00
Bonus Incentive	\$0.00
M&V Project Cost Adder	\$0.00
Total	\$0.00

* If Incentive exceeds 50% of project costs a project cost cap will be applied

Energy Efficiency Business Incentive TERMS AND CONDITIONS:

This Energy Efficiency Business Incentive ("Agreement") is entered into by San Diego Gas & Electric Company ("SDG&E") and _____ (the "Project Sponsor"). SDG&E and Project Sponsor may be individually referred to as a "Party" and collectively as the "Parties."

1.0 PROJECT DESCRIPTION This Agreement is limited to the 2013-2014 Energy Efficiency Business Incentive Project(s) ("Project(s)") described on the 2013-2014 Energy Efficiency Business Incentive Program ("Program") Application executed by Project Sponsor and all forms attached thereto ("Application") and incorporated by reference into this Agreement. As stated in the Application, SDG&E shall pay Project Sponsor, or such other party properly authorized to receive payment, incentives in accordance with the terms and conditions of this Agreement.

2.0 DOCUMENTS INCORPORATED BY REFERENCE The following documents are hereby incorporated by reference and made part of this Agreement:

- 1) The Application,
- 2) Measurement & Verification Plan
- 3) SDG&E acceptance letter(s) or email(s) of the energy saving measures proposed in the Application, and
- 4) The Statewide Customized Offering Procedures Manual for Business ("Program Manual").

3.0 ELIGIBILITY Program funding is limited and is available on a first-come, first-served basis until program funds are no longer available, or October 15, 2014, whichever comes first. Funds will be reserved only upon SDG&E's approval of the Application.

Projects must meet the following requirements to be eligible for payment of Program incentives ("Incentive(s)"):

- 1) Project Site must be a nonresidential facility located within SDG&E's service territory;
- 2) Customer must pay the Public Purpose Program ("PPP") surcharge, Public Goods Charge ("PGC") surcharge or the Gas Demand Side Management ("DSM") surcharge, within SDG&E's service territory, on the gas or electric meter on which the energy efficiency measure listed in the Final Approved Savings Amount table above is installed throughout the Term of this Agreement;
- 3) Projects must be evaluated using the Calculated Approach and/or Measurement and Verification ("M&V"). If M&V please refer to the M&V Plan Template;
- 4) Projects must exceed the Title 24 energy efficiency requirements set by the California Energy Commission ("CEC") applicable at the time this Agreement is signed or current industry standards using SDG&E-approved project baselines if Title 24 standards are not available;
- 5) Projects must meet all other Program requirements, terms and conditions; and
- 6) Project Sponsor and Customer must not receive any funds from any other program (energy efficiency or otherwise) funded by the PPP surcharge, PGC surcharge or the DSM surcharge, the CEC or the California Public Utilities Commission ("CPUC") for the Project or any measure applied for herein. Project Sponsor represents and warrants that neither Project Sponsor nor Customer has received or will receive any funds from any other program funded by the PPP surcharge, PGC surcharge or the DSM surcharge, the CEC or the CPUC for the Project or any measure applied for herein.

4.0 SUBMITTAL REQUIREMENTS FOR PAYMENT Project Sponsor shall submit to SDG&E the documents described below prior to being eligible for payment of any Incentives. Required documents include the following:

- 1) This completed and executed Agreement;
- 2) Complete engineering calculations to demonstrate energy savings and documentation, if applicable (including archival files, if applicable);
- 3) Schematic drawings and/or manufacturer specification sheets, if applicable;
- 4) Invoices and/or documentation to support measure costs. Such documents must comply with SDG&E's EEBI Invoicing Guidelines;
- 5) Project Installation Report;
- 6) Operating Report, if M&V is required; and
- 7) Any other documents related to the Project, Project Site, measures, energy savings or otherwise requested by SDG&E, in its sole discretion.

5.0 INSPECTIONS Project Sponsor is solely responsible for ensuring that SDG&E has reasonable access for all inspections required under the Program, including, but not limited to, the following: (1) pre-installation equipment inspection to examine the existing/baseline equipment and to check the accuracy of Project Sponsor's equipment survey; (2) post-installation equipment inspection to check installed equipment and to verify accuracy of Project Sponsor's equipment survey; and (3) inspection for any other reason that SDG&E, in its sole discretion, deems necessary.

6.0 REVIEW AND DISCLAIMER SDG&E'S AND/OR ITS CONSULTANTS' REVIEW OF THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF THE PROJECT OR ENERGY EFFICIENCY MEASURES ("EEMs") SHALL NOT CONSTITUTE ANY REPRESENTATION AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, OR RELIABILITY OF THE PROJECT OR EEMs, NOR SHALL PROJECT SPONSOR, IN ANY WAY, MAKE SUCH A REPRESENTATION TO A THIRD PARTY. PROJECT SPONSOR IS SOLELY RESPONSIBLE FOR THE ECONOMIC AND TECHNICAL FEASIBILITY, CONSTRUCTION, OPERATIONAL CAPABILITY AND RELIABILITY OF PROJECT SPONSOR'S PROJECT AND EEMs. SDG&E MAKES NO WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, USE OR APPLICATION.

7.0 PAYMENTS & INSTALLATION Payments of Incentives will be made only after all Program requirements are met by Project Sponsor to SDG&E's sole satisfaction. Customer may authorize payment of the Incentives to Project Sponsor. A customer may also be the Project Sponsor. Such authorization is strictly between Customer and Project Sponsor and may be revoked or modified at any time by the Customer by providing written notification to SDG&E specifying the change. Should a dispute arise regarding the authorization, the most recently dated written communication or authorization shall govern.

7.1 SDG&E retains sole discretion to determine the appropriate baseline values and energy savings calculations used to determine Incentive payments. Incentives shall only be paid on Projects that exceed Title 24 standards applicable when this Agreement is signed or industry standards in the absence of Title 24 standards. SDG&E reserves the right to modify or cancel the Incentive amount if the actual measure installed differs from the measure described in Project Sponsor's approved Application(s).

7.2 The total Incentive payment shall not exceed the total Incentive amount listed in the Project Cost & Incentive table in this Agreement. Per section 1.8 of the 2013-14 Statewide Customized Offering Procedures Manual for Business (Manual) SDG&E may, in its sole discretion, opt to adjust the Incentive amount above in this Agreement consistent with the criteria in the Manual and subject to funding availability. The total Incentive payment will be limited by A) the Customer Project Site Cap, which is 15% of the annual 2013-2014 Energy Efficiency Business Incentive Budget as filed in the Application of San Diego Gas & Electric Company (U-902-M) for Approval of Electric and Natural Gas Energy Efficiency Programs and Budget for Year 2013-2014, or B) 50% of the total project costs for calculated measures, whichever is less.

7.3 The total Incentive payment is based on the calculated energy savings derived from the actual use of electricity and/or gas provided by SDG&E. Electricity and/or gas provided by any party other than SDG&E, including, but not limited to, cogeneration or deliveries from another commodity supplier, do not qualify (with the exception of Direct Access customers or customers paying departing load fees for which SDG&E collects the PPP surcharge, the PGC surcharge and/or the DSM surcharge).

7.4 SDG&E will make the applicable Incentive payment to the designated payee, in one (1) or more installments, only after all required and/or requested documents have been submitted to and approved by SDG&E and the appropriate inspection(s) of the Project or Project Site have been completed to SDG&E's satisfaction.

7.5 All Projects and/or measures must be installed and fully operational by the installation completion date included in the agreement or at a minimum by one year from approval date to be eligible for Incentive payments, but no later than December 10, 2014. SDG&E reserves the right to cease making Incentive payments, require the return of Incentive payments and/or terminate this Agreement if the Project(s) is not installed and fully operational one year from the approval date, unless an extension is granted by SDG&E, at its sole discretion.

8.0 BONUS ELIGIBILITY & PAYMENT DESIGNATION Program participants that submit an application between March 1, 2013 and October 15, 2014 are eligible for a 20% bonus based on the value of each qualifying Incentive or Rebate. An Incentive/Rebate qualifies for a bonus when either A) the program participant has received at least three Incentives/Rebate in three separate categories (see Table 1) or B) two Incentives/Rebates in two separate categories plus new enrollment in either a Demand Response Program or SDG&E's Retrocommissioning program (see Table 1). Additionally, each individual qualifying Incentive/Rebate payment must equal at least 10% of the total Incentive/Rebate payment. Unlike the Incentive/Rebate payment, the bonus will be issued to the customer of record directly.

Table 1. Comprehensive Bonus Categories

Measure Type	Categories	Minimum Contribution
Electric	Lighting	10% of Total Incentive or Rebate
	HVAC	10% of Total Incentive or Rebate
	SmartControls	10% of Total Incentive or Rebate
	Building Envelope	10% of Total Incentive or Rebate
	Refrigeration	10% of Total Incentive or Rebate
	Process	10% of Total Incentive or Rebate
Programs	New Participation in SDG&E's Retrocommissioning Program	Participation
	New Enrollment in Demand Response Programs	Enrollment
Natural Gas	Hot Water / Steam	10% of Total Incentive or Rebate
	Heat Recovery	10% of Total Incentive or Rebate
	Process Heat	10% of Total Incentive or Rebate

*Excludes Clean Generation, Peak Generation and Peak Time Rebate.

9.0 PAYMENT DISQUALIFICATION Any Incentives received by Project Sponsor shall be repaid to SDG&E, in whole or in part, as follows:

9.1 If Customer fails to pay the PPP surcharge, the PGC surcharge or the DSM surcharge at any time during the Term of this Agreement, Project Sponsor shall refund to SDG&E any prorated amount of the Incentive dollars that SDG&E determines must be repaid, in its sole discretion, based on the energy savings that occurred during the payment of the PPP surcharge, the PGC surcharge or the DSM surcharge.

9.2 If (1) Project Sponsor does not provide SDG&E with 100% of the related benefits specified in the Application for a period of five (5) years from the Project Installation Report approval date, or (2) the energy benefit to SDG&E ceases in any way during the five (5) year period from the Project Installation Report approval date, including, but not limited to, Customer and/or the Project Site ceasing to receive electricity and/or gas service from SDG&E, the measure, equipment and/or Project ceasing to function, or Customer ceasing the use of the equipment, measure or Project Site, Project Sponsor shall refund to SDG&E any prorated amount of the Incentive dollars that SDG&E determines must be repaid, in its sole discretion, based on the actual period of time for which Customer provided the energy benefit.

9.3 Project Sponsor shall repay any amounts due to SDG&E within thirty (30) calendar days of notification by SDG&E that repayment is required in accordance with Sections 9.1 and 9.2 above. SDG&E shall be entitled to offset against payments owed to Project Sponsor any amount due to SDG&E that remains unpaid forty (40) calendar days after SDG&E's written demand for payment.

10.0 TERM AND TERMINATION The term of this Agreement shall commence on the last date that a Party executes this Agreement and shall terminate no later than five (5) years from the Project Installation Report approval date, unless terminated earlier pursuant to this Agreement ("Term").

11.0 ASSIGNMENT Project Sponsor consents to SDG&E's assignment of all of SDG&E's rights, duties and obligations under this Agreement to the CPUC and/or its designee. Such assignment shall relieve SDG&E of all rights, duties and obligations arising under this Agreement. Other than SDG&E's assignment to the CPUC or its designee, neither Party shall assign its rights or delegate its duties without the prior written consent of the other Party, except in connection with the sale or merger of a substantial portion of its properties. Any such assignment or delegation without written consent shall be null and void. Consent to assignment shall not be unreasonably withheld. If an assignment is requested, Project Sponsor is obligated to provide additional information if requested by SDG&E.

12.0 PERMITS AND LICENSES Project Sponsor, at its own expense, shall obtain and maintain and cause its contractors and/or subcontractors to obtain and maintain all licenses and permits required by any federal, state, local, or other governing or regulatory bodies with jurisdiction over the work. Any failure by Project Sponsor or its contractors and/or subcontractors to maintain necessary licenses and permits constitutes a material breach of Project Sponsor's obligations under this Agreement.

13.0 ADVERTISING, MARKETING AND USE OF SDG&E'S NAME Project Sponsor shall not use SDG&E's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including to solicit customers to participate in the Project, without SDG&E's prior written consent. Project Sponsor shall make no representations to its customers on behalf of SDG&E.

14.0 INDEMNIFICATION Project Sponsor shall indemnify, defend and hold harmless, and release SDG&E, its affiliates, subsidiaries, parent companies, officers, directors, agents and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including, but not limited to, employees of SDG&E or Project Sponsor; (ii) injury to property or other interests of SDG&E, Project Sponsor, or any third party; (iii) violation of local, state, or federal common law, statute, or regulation, including, but not limited to, environmental laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Project Sponsor's performance of, or failure to perform, this Agreement, however caused, regardless of any strict liability or negligence of SDG&E whether active or passive, excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by the sole negligence or willful misconduct of SDG&E, its officers, managers or employees.

14.1 Project Sponsor acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability, or violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.

14.2 Project Sponsor shall, on SDG&E's request, defend any action, claim or suit asserting a claim that may be covered by this indemnity. Project Sponsor shall pay all costs and expenses that may be incurred by SDG&E in enforcing this indemnity, including reasonable attorney's fees. This indemnity shall survive the termination of this Agreement for any reason.

14.3 If this Agreement is assigned pursuant to Section 11.0, Project Sponsor agrees that this indemnification shall continue to apply to SDG&E and shall apply to the assignee.

14.4 Notwithstanding the foregoing, if Customer is a federal governmental authority or agency, each party's liability to the other for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be determined in accordance with applicable law.

15.0 LIMITATION OF LIABILITY SDG&E shall not be liable for any special, incidental, indirect, or consequential damages, including without limitation, loss of profits or commitments to subcontractors, and any special, incidental, indirect or consequential damages incurred by Project Sponsor or Customer.

16.0 WRITTEN NOTICE Any written notice, demand or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person or sent by facsimile, email, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by SDG&E.

SDGE	
Program Manager	Mayda Bandy
Utility	SDG&E
Address	8335 Century Park Court, CP12C
City, State, Zip	San Diego, CA 92123
Email	businessenergysavings@sdge.com
Fax # (facsimile)	(619) 819-4206
Project Sponsor	
Name	0
Company	0
Address	0
City, State, Zip	0
Fax # (facsimile)	0

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile or email, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

17.0 CONFLICTS BETWEEN TERMS Should a conflict exist between this Agreement and the documents incorporated by reference, this Agreement shall control. Should a conflict exist in the documents incorporated by reference, the documents shall control in the following order: 1) Program Manual; 2) SDG&E acceptance letter(s) and incentive estimate(s) based on EEMs as approved in the Application(s); and 3) Project Sponsor's approved Application(s). Should a conflict exist between an applicable federal, state, or local law, rule, regulation, order or code and this Agreement, the law, rule, regulation, order or code shall control. Varying degrees of stringency among the main body of this Agreement, the documents incorporated by reference, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any conflict or inconsistency concerning this Agreement.

18.0 MISCELLANEOUS This Agreement shall at all times be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of this Agreement and supersedes all prior agreements, representations, writings and discussions between the Parties, whether oral or written, with respect to the subject matter hereof. No amendment, modification or change to this Agreement shall be binding or effective unless expressly set forth in writing and signed by SDG&E's representative authorized to execute the Agreement.

19.0 RELEASE OF INFORMATION If the CPUC requests review of your project, SDG&E will provide the CPUC with all of the information requested without further notification to you. If you refuse to allow the CPUC, its staff or its contractors and/or consultants to have access to your data, you will not be allowed to participate, and you will be ineligible to receive any program incentives. Please note that if you designated a project sponsor, a similar notification has been forwarded to them as well. In the event your project is selected for review, SDG&E will mark your data as confidential before submitting your files to the CPUC in accordance with California Public Utilities Code Section 583 and CPUC General Order 66-C.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

	Utility	Project Sponsor
By:		
Title:	Energy Efficiency Programs Supervisor	
Company:	SDG&E	
Printed:	Jill McGhee	
Date:		

By signing below, I acknowledge that I have read and fully understand the terms of this agreement and agree to be bound by its terms.

	Customer
By:	
Title:	
Company:	
Printed:	
Date:	

CUSTOMER SIGNATURE – IF HVAC INSTALLED:

☐ By checking this box, I confirm that I have used a licensed contractor, as appropriate, and followed applicable permitting requirements for this installation.

Customer Signature _____ Print Name _____ Date _____

CONTRACTOR SIGNATURE -- IF USED:

I have read and understood the Terms and Conditions. I certify that the information I have provided is true and correct and the product(s) for the Incentive are installed and operational and meets the requirements in this application.

☐ By checking this box, I certify I am a licensed contractor and have followed applicable permitting requirements, as appropriate, for this HVAC installation/replacement.

Contractor Signature _____ Permit # _____ Agency _____ CSLB# _____ Date _____

NOTE: Agreement is to be reviewed and signed by an authorized representative of the Project Sponsor and by the Customer. The Agreement should then be returned to SDG&E. Upon receipt, SDG&E will send an email authorizing work on the project (No work is to be performed prior to receipt of the Work Authorization Email). SDG&E will then execute the Agreement and send a copy to the Project Sponsor.