

## Terms and Conditions

### 1. Definitions

In addition to those definitions set forth elsewhere in this Agreement, the following capitalized terms shall have the meanings set forth below:

- a. **"Agreement"**: Collectively, the Authorization to Release Customer Information (Exhibit A), Acknowledgment of Multifamily Programs (Exhibit B), and these Terms and Conditions.
- b. **"Assessment"**: An ASHRAE Level 2 audit, including test-in, of the building performed by a Participating Rater.
- c. **"Assessment Incentive"**: The monetary incentive paid by or on behalf of the Program to property owner after the Assessment has been completed and any questions regarding submitted materials have been answered to the satisfaction of the Program.
- d. **"Building"**: A multifamily residence with a minimum of three (3) attached units located in joint Southern California Edison (SCE) and Southern California Gas Company (SoCalGas®) service territory.
- e. **"Combustion Appliance"**: An appliance that burns combustible fuel for heating, cooking, or decorative purposes including, without limitation, space heaters, ranges, ovens, stoves, furnaces, water heaters, and clothes dryers.
- f. **"Combustion Appliance Safety" or "CAS"**: The test procedure for use in the Program and incorporated by reference herein.
- g. **"CPUC"**: The California Public Utilities Commission, from which all Program funds originate.
- h. **"Customer"**: The Owner or Property Manager of a Building.
- i. **"Field Quality Control Inspector" or "Field QC"**: An individual employed or hired by Implementer that performs an on-site inspection of the completed energy efficiency improvement Scope of Work, verifying the proper installation of the Upgrade(s), accuracy of the test-out data and CAS results, and remediation of CAS issues or other corrective actions identified.
- j. **"Implementer"**: A business entity engaged to administer, implement, and market the Program on behalf of Southern California Regional Energy Network (SoCalREN) and under contract with SoCalREN.
- k. **"Improvement Incentive"**: The monetary incentive paid by or on behalf of the Program to Customer after the energy efficiency improvement Scope of Work has been completed and verified by Field QC.
- l. **"Program"**: Regional Energy Network (SoCalREN) Energy Upgrade California Multifamily Program in Southern California.
- m. **"Project"**: The Upgrade(s) to be installed as set forth in the applicable Scope of Work.

- n. **"Participating Rater"**: An individual enrolled in the Program with qualifications which enable them to perform an Assessment.
- o. **"Scope of Work"**: A document signed by Customer and Participating Rater consisting of a plan for the Project and describing the nature and scope of the services, the Upgrades to be installed, completion dates and other pertinent information regarding the Project.
- p. **"Term"**: Shall have the meaning set forth below in Section 10.
- q. **"Upgrade"**: Shall have the meaning set forth below in Section 3.
- r. **"Utility(ies)"**: The investor-owned utilities of Southern California Edison and Southern California Gas Company.

## 2. Eligibility

Participation in this Program is voluntary and the Program policies may change at any time without notice. The Program offers the following incentives to Customers – Improvement Incentives. In order to receive these incentives a Customer must meet all the following eligibility requirements and remain compliant throughout the Term without exception:

- a. Property is served by both Southern California Edison and Southern California Gas Company;
- b. The Building has at least three (3) attached dwelling units;
- c. Energy upgrades must be completed by November 30, 2018;
- d. Energy upgrades must result in achieving a minimum of 10% improvement over baseline building conditions;
- e. Customer employs a Participating Rater;
- f. Customer will provide Implementer information regarding Customer, the Building, the Scope of Work and other relevant information regarding the foregoing;
- g. Customer will provide Participating Rater and Field QC access to the Building and dwelling units within the Building;
- h. Any CAS issues identified during the Assessment are designed into the Scope of Work or remediated prior to the issuance of the Improvement Incentive;
- i. The work performed under the energy efficiency Scope of Work will be completed prior to November 30, 2018;
- j. Project must include at least three (3) eligible energy efficiency measures.

## 3. Qualifying Projects and Upgrades

A qualifying Project includes electric or gas energy efficiency upgrades identified as eligible per the energy savings calculation method mandated by the Program (collectively, the "Upgrades"). A Project does not qualify under this Program if a) the electric or gas energy efficiency upgrades that are part of the Project are involved in a similar project incentivized by either or both Utilities or any other incentive program or b) if any electric or gas energy efficiency upgrades, including energy efficiency equipment purchased or services contracted for, have been installed prior to January 1, 2013.

#### 4. Incentive Amounts

All incentives are available on a first-come, first-served basis, and Program can be closed at any time with no advanced notice. The amount of the Improvement Incentives for which Qualifying Projects are eligible are set forth in the Program Fact Sheet. The Improvement Incentive will only be paid after successful completion as well as final approval by quality assurance and/or quality control of the Implementer. Customers that do not complete the Program through Improvement Incentives may not be eligible to participate until the next Program cycle, currently scheduled for 2019.

#### 5. Implementation of Work and Payment of Improvement Incentives

When Implementer confirms that the installation of all Upgrades has been satisfactorily completed per the Program policies, Implementer will approve for payment of the Improvement Incentives to be paid to Customer. Customer acknowledges and agrees that Field QC, in its sole discretion, may schedule and conduct a post-Upgrade inspection to ensure satisfactory installation of the upgrades prior to final approval of incentives. Implementer may reduce or increase final incentive amount based on final review of project measures and/or savings.

#### 6. Customer Information

In addition to the information previously provided in the Pre-Qualification Application, Customer agrees to provide follow-up information to Implementer in connection to the Program as deemed necessary and reasonable to process Customer's application. Such information may include, without limitation, electric and/or gas consumption data and electric and/or gas energy savings for the Building.

#### 7. Tax Liability and Credits

Customer acknowledges that neither the Utilities, Los Angeles County, nor ICF is responsible or liable for any taxes which may be imposed on Customer as a result of Upgrades installed under the Program. SoCalREN advises Customers to seek professional advice.

#### 8. Eligibility and Rebate Disputes

Implementer project dispositions are **FINAL** including savings calculations and incentive payment amounts. Project issues should be made immediately upon discovering an issue so it can be rectified prior to final project disposition.

#### 9. Program Changes

Implementer reserves the right, in its sole discretion, to change, modify, or terminate this Program, change the Program terms (including without limitation, the Program requirements, incentive amounts, scope or Term) upon notice at any time without penalty or any liability to Customer. Notwithstanding the foregoing, Implementer will honor all written commitments made to a Customer prior to the effective date of any change, modification or termination of the Program, provided that the Upgrades are completely installed within the time period specified in the Scope of Work.

#### 10. Program Expiration

This Program will expire upon the earlier of (a) December 31, 2018, (b) the date when the funds made available for the Program are depleted, or (c) when the Program is terminated (the "Term"). All Upgrade Incentives approved prior to this date will be honored.

## 11. Disclaimer

Implementer makes no representations or warranties, expressed or implied, and does not guarantee that implementation of the Upgrades or use of the equipment purchased or installed pursuant to this Program will result in energy cost savings. Accordingly, Implementer recommends that Customer consider engaging qualified engineers or other qualified consultants to evaluate the risks and benefits, if any, of such implementation and use on energy consumption, cost savings, and/or operation of the Building.

## 12. Customer's Rater

Customer must use Participating Raters that are currently enrolled in the Program and in good standing.

[ \_\_\_\_\_ Customer's initials]

## 13. Installation Requirements

All work in the Scope of Work must be in full compliance with the requirements of all applicable laws, ordinances, rules, and regulations of federal, state, and local authorities or any other authorities having governmental and regulatory jurisdiction. In the removal of old equipment from the Building, Customer confirms that as a requirement of its eligibility to participate in the Program and receive one or both of the incentives, Customer carrying out installation of Upgrades under this Program shall remove and dispose of any and all equipment or materials that are replaced or removed in accordance with all applicable laws, rules and regulations. In performing the work, Customer shall obtain or cause its contractors to obtain all legally required building permits.

[ \_\_\_\_\_ Customer's initials]

## 14. Project Permit and Certification Requirements

- a. For all projects, in accordance with Public Utilities Code Section 399.4 (b) (1), recipients of the rebate must certify that the improvement or installation has complied with any applicable permitting requirements and, if a contractor performed the installation, the contractor holds the appropriate license for the work performed. Customer shall provide such certification during post-installation inspection using the form provided by the Implementer. Implementer shall collect and retain such certification. No upgrade incentives can be paid without certification. Permit must be closed for all measures to be eligible for an incentive.
- b. For projects involving HVAC replacement, in accordance with CPUC Decision D.12-05-015, the Implementer shall obtain and provide certification from a licensed contractor that appropriate permits have been obtained and provide the HVAC permit number.

## 15. Combustion Safety Requirements

If, during the course of the Assessment of the Project or Building(s), and/or performing and verifying the Scope of Work, utility, Implementer, Participating Rater or contractor encounter or detect the presence of natural gas or other hazardous materials (collectively, the "Hazardous Condition") at, in and/or near a Combustion Appliance, the utility may shut off gas service in tenant units or common areas until the Hazardous Condition is remediated by Customer at Customer's sole cost and expense. Customer and its contractor will be required to promptly stop any further work on the Project (if underway at the time the Hazardous Condition is detected). The utility or its designated representative will investigate for the presence of the Hazardous Condition and inform customer and contractor or representative of the results of the evaluation of the Hazardous Condition. Customer, contractor or representative will not resume any work on the Project until the Hazardous Condition has been removed, disposed of, abated or remediated in compliance with all applicable laws, rules, and regulations and to the utility's reasonable satisfaction. In addition to the foregoing obligations, Customer will ensure Participating Rater shall at all times strictly comply with Program's Multifamily Combustion Appliance Safety Test procedure policy.

## 16. Customer Feedback

As this Program is intended to inform best practices for designing and implementing larger-scale multifamily energy efficiency programs, feedback from Customer is an important aspect of participation in the Program. Reasonable efforts will be made by Los Angeles County and/or its Implementer to gather Customer input and feedback in a manner convenient to Customer, and Customer agrees to provide reasonably detailed feedback to Program Implementer via interview and/or surveys.

## 17. Customer Acknowledgment

By signing this Agreement, Customer agrees to the Program policies and procedures, including granting Implementer access to the Building identified in the Scope of Work, within reasonable scheduling and coordination parameters, for the purposes of conducting an energy assessment of the Building to evaluate pre-installation conditions, and/or inspecting installed Upgrades, and evaluating the performance of installed Upgrades, as deemed necessary.

## 18. Indemnification

Customer shall indemnify, defend and hold the Utilities, Los Angeles County, and ICF, their affiliates and their respective directors, special districts, officials, officers, employees, agents, successors and assigns (collectively, the "Indemnities") from and against any and all claims, damages, costs, expenses, (including attorneys' fees and court costs) and liabilities (including settlements) brought or asserted by any third party against the Indemnities resulting from, arising out of or related to a claim the release of information, including without limitation energy usage data, pursuant to a signed Authorization.

## 19. Miscellaneous

- a. **General:** This Agreement constitutes the entire agreement between the parties on this subject, and it supersedes any other prior oral or written agreements or understandings on this subject. Except to the extent specifically provided otherwise herein, amendments to this Agreement must be in writing and signed by a duly authorized officer of each party. The waiver by any party of any breach or default will not constitute a waiver of any different or subsequent breach or default. If any part of this Agreement is invalid, illegal or unenforceable for any reason, the remainder shall remain in force and the invalid, illegal or unenforceable portion will be replaced with a valid provision appropriate to the parties' original intent.
- b. **Assignment:** Customer may not assign, delegate, or otherwise transfer this Agreement, including the rights and obligations herein, in whole or in part, to any third party, without Implementer's prior written consent. Any assignment in violation of this Section shall be null and void. This Agreement is binding upon the successors and permitted assigns of the Parties.
- c. **Independent contractors:** Customer and Implementer are independent contractors and nothing contained in this Agreement will be deemed or construed in any manner whatsoever as creating any partnership, joint venture, employment, agency, or fiduciary duty between Customer and Implementer. Each party shall bear all of its own costs and expenses in performing its obligations under this Agreement.
- d. **Data collection and sharing:** Customer agrees to sign energy data sharing consent forms concerning their energy usage so as to assist Customer, Implementer, Participating Raters, and Los Angeles County to understand how the Building is performing. The signed data consent form will allow Implementer to understand Customer usage information on the Building as a whole and, in Implementer's discretion, share such information with Customer, Implementer and other relevant third parties. This includes the general energy usage in the building common areas and may encompass the individual dwelling units. Customer will act as the representative of the Building and agrees to full compliance with requirements of

law, including the privacy rules of the California Public Utilities Commission under Decision No. 11-07-056. Installation of the Upgrades can begin even if the owners have not agreed to share their energy usage information for purposes of whole building analysis. For purposes of informing customers of record and soliciting their consent, Implementer will provide Customer a list of the Implementer, Participating Raters, and other third parties that will receive the customer energy usage data in evaluating this Program.

[\_\_\_\_ Customer's initials]

- e. **Governing law:** This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to the conflicts of laws principles thereof. All actions arising out of or relating to this Agreement will be determined by the courts within the county of Los Angeles, California.

**Please sign the next page. Please also sign and complete Exhibits A and B.**

Remainder of this page has intentionally been left blank.

## Agreement

**By signing this Property Owner Agreement, I agree to the following:**

- I have supplied true, correct and complete information in the Authorization to Release Customer Information and Acknowledgment of Multifamily Programs in the Property Owner Agreement attached as Exhibits A and B respectively, and incorporated herein.
- I am aware that this Agreement is part of Customer's Application to the Program and does not guarantee admission into the Program. Implementer will provide written notification to Customer if their Project has been approved after receipt and review of a complete Application.
- If subsequently approved to participate in the Program, I agree to release project name, billing records, billing history, all meter usage data used for bill calculation, and other identifying characteristics to the Implementer for use in reports and other materials evaluating this Program.
- If subsequently approved to participate in the Program, I authorize the release of my information listed above for duration of three years from the date of application.
- I have read, understand and agree to abide by Program Rules, requirements and terms set forth in this Agreement.
- I represent that I have the requisite legal authority to bind the party on whose behalf I am signing to this Property Owner Agreement.
- I represent and warrant that the Building neither has received nor am I seeking assessment or improvement incentives for the same Scope of Work from a utility or other sources.

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Applicant Name

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Title

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Signature

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Date

**Please review and complete exhibits A and B as part of this application.**

# Exhibit A: Authorization to Release Customer Information

## Authorization to Release Customer Information

**NOTE: The Authorization to Release Customer Information is REQUIRED ONLY if the customer is participating in a supplemental energy efficiency program sponsored by a county of municipal utility.**

As a convenience to the customer, Southern California Edison (SCE) and/or Southern California Gas Company (SoCalGas®) are working with the counties and municipal utilities in the state of California to coordinate CPUC funded programs with county funded and/or municipal utility funded programs. With the completion of this Authorization to Release Customer Information, SCE and/or SoCalGas will provide the county and/or the municipal utility where a customer’s property is located, their representative and contractors with the customer information described below to enable the customer to be eligible for the county and/or municipal utility energy efficiency funds. If signed, the customer’s information will no longer remain confidential.

By checking this box and as indicated by my signature below I hereby authorize (“Authorization”) SCE/SoCalGas to release the following on a one time only basis to the selected California counties and/or municipal utilities below (subject to the authorization above and limited to a one-time request for information and/or the acts and functions specified below at the time of a receipt of this Authorization).

1. My customer information as set forth below.
2. My property information.
3. My data regarding energy efficiency measures that I have installed or plan to install through the program including estimated gas and electricity savings, and estimated percent improvement in energy performance as documented in my Energy Upgrade California Application (the “Application”).
4. My incentive payment information.
5. Any other information necessary to determine my eligibility for the Program.

SCE/SoCalGas shall not release any of my personal information that includes my Social Security Number, Drivers License Number, Personal Identification Numbers or Date of Birth.

I declare under the penalty of perjury under the laws of the State of California that I am the customer of record for the service account provided.

I hereby release, hold harmless, and indemnify SCE/SoCalGas from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information pursuant to this Authorization; 2) the unauthorized use of this information; and 3) any actions taken by the county or the municipal utility pursuant to this Authorization.

## Customer Information

Electric Utility Service Account Number:	Gas Utility Service Account Number:	
Customer Name (name as it appears on electric bill):	Customer Name (name as it appears on gas bill):	
Customer Address:		
City:	State:	ZIP:
Customer Signature:		Date:

## County and Municipal Information (select all that apply)

County	Municipal Utility
<input type="checkbox"/> Los Angeles County <input type="checkbox"/> Ventura County <input type="checkbox"/> Tulare County	<input type="checkbox"/> Long Beach Gas & Oil Department <input type="checkbox"/> Los Angeles District of Water and Power (LADWP) <input type="checkbox"/> Pasadena Water and Power <input type="checkbox"/> Burbank Water and Power
<input type="checkbox"/> San Bernardino County <input type="checkbox"/> Santa Barbara County <input type="checkbox"/> Inyo County	
<input type="checkbox"/> Riverside County <input type="checkbox"/> Kern County <input type="checkbox"/> Fresno County	
<input type="checkbox"/> Orange County <input type="checkbox"/> Kings County <input type="checkbox"/> Tuolumne County	

## Exhibit B: Acknowledgment of Multifamily Incentive Programs

The following incentive programs for existing multifamily buildings available through Southern California Edison (SCE) and/or Southern California Gas Company (SoCalGas®) service territories overlap with SoCalREN Energy Upgrade California® Multifamily Program in Southern California.

- **Energy Savings Assistance Program (SCE, SoCalGas)**—The Energy Savings Assistance Program helps tenants conserve energy and save money. For income-qualified customers, SCE will provide free appliances and installation of energy-efficient refrigerators, air conditioners and more, as well as home efficiency solutions like weatherization that will help customers save energy. SoCalGas also offers no-cost energy-saving home improvements and furnace repair or replacement services for qualified limited-income renters and homeowners.

[ \_\_\_\_\_ Customer's initials]

- **Multifamily Direct Install Program (SoCalGas)**—Qualifying owners and managers of multifamily buildings are provided energy audits, products and their installation at no cost. No-cost products include super low-flow energy-efficient showerheads, kitchen aerators and bathroom aerators for hot water distribution systems.

[ \_\_\_\_\_ Customer's initials]

- **Energy Upgrade California Middle Income Direct Install Program (SCE, SoCalGas)**—A no-cost Program targeted to customers whose income just exceeds the upper threshold for qualification in the Energy Savings Assistance Program and is available to income-qualified middle income renters and homeowners residing in single-family, multifamily and manufactured homes.

[ \_\_\_\_\_ Customer's initials]

- **Multifamily Energy Efficiency Rebate Program (SCE, SoCalGas)**—The Multifamily Energy Efficiency Rebate Program offers property owners and managers incentives for a broad list of energy efficiency improvements in lighting, HVAC, insulation, water heaters, windows, including select energy-efficient lighting products and services at no cost. These incentives apply to existing multifamily properties of two or more units.

[ \_\_\_\_\_ Customer's initials]

More than one energy efficiency rebate for the same measure may not be received from an investor-owned utility (e.g., SCE or SoCalGas) or other third-party program offering incentives funded by the California Public Goods Charge funds.

### Agreement

- By signing below, I attest that I am aware of the multifamily incentive Programs offered by Southern California Edison, Southern California Gas, and SoCalREN's Energy Upgrade California Multifamily Program and I have chosen the Energy Upgrade California Multifamily Program in Southern California for my specific project.**

\_\_\_\_\_  
Applicant Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Energy Upgrade California® Home Upgrade provides assistance and incentives for home improvement projects that can reduce energy use and make homes more comfortable. This statewide program is managed locally by utilities and regional energy networks and directed by the California Public Utilities Commission in collaboration with the California Energy Commission. Funding comes from utility customers under the auspices of the California Public Utilities Commission. Incentives are offered on a first-come, first-served basis and are effective until the funding is expended or the program is discontinued. Terms and conditions apply. See program rules for details. Programs may be modified or terminated without prior notice. ©2018 Southern California Regional Energy Network. Trademarks are property of their respective owners. All rights reserved.