

This Property Owner Agreement (“Agreement”) is between the undersigned Property Owner (“Property Owner”) and the Southern California Regional Energy Network (“SoCalREN”) Multifamily Program (“the program”). The SoCalREN Multifamily Program provides technical assistance, incentives, and financing to help you upgrade your property. This Agreement shall remain valid until the time that it is updated and a new version is released by the program.

Terms and Conditions

1. Eligibility

The program offers incentives based on actual energy savings achieved. In order to receive incentives, a Property Owner must meet all the following eligibility requirements and remain compliant throughout the term without exception:

- a. The property is served by Southern California Edison (SCE) and/or SoCalGas.
- b. The property has at least five (5) attached Dwelling Units.
- c. The project must include at least three (3) eligible Energy Efficiency Measures (“EEMs”).
- d. The project must achieve a minimum of 10,000 kWh OR 1,000 therm energy savings to qualify for incentive payment.

2. Property Owner Obligations

- a. The Customer or Contractor must submit all requested forms and documents accurately, on time, and to completion.
- b. The Property Owner will provide the program with the name and location of the property, Scope of Work, number of units, and project costs.
- c. The Property Owner or Contractor will provide program staff and Field QC Personnel with access to the property Dwelling Units and grant permission to photograph exterior and interior spaces, as necessary, to document site conditions and work completed.
- d. The Property Owner must complete projects by the date indicated on the reservation letter.
- e. At the program’s discretion, the Property Owner may be granted an extension of up to six (6) months if circumstances support such an extension. The program shall have the sole authority to grant project extensions.
- f. The Property Owner agrees to release the project name, billing records, billing history, all meter usage data used for bill calculation, and other identifying characteristics for program evaluation.
- g. A qualifying project includes installation of electric or gas EEMs identified as eligible per the energy savings calculation method mandated by the program (collectively, the “Improvements”). Individual EEMs that have previously been incentivized by either or both Utilities or any other incentive program within the last five (5) years cannot count toward the incentive or total project energy savings.

- h. Reference the Property Owner Agreement Checklist for further program requirements.
- i. The Property Owner or Representative is responsible for ensuring the Contractor's adherence to the Terms and Conditions in the attached Contractor Participation Agreement.
- j. The Property Owner authorizes SoCalREN to use property photos taken on-site or from online for website or program collateral.

3. Change Orders

Neither Contractor nor customer may deviate from approved scope in the reservation letter. The Property Owner and/or the Contractor shall notify the program of any changes to the Scope of Work or Construction completion date via an official Change Order Request. If the request is approved, a new reservation letter will be issued. A change order must be presented to the program within 30 days of the date of original reservation letter.

If final installation deviates from the approved Scope of Work, incentives will decrease or default to the amount on the reservation letter. Unauthorized scope changes are ineligible for incentive payment, and in some cases may lead to termination from the program.

4. Incentives

Program budget is limited and is offered on a first-time, first-served basis. When the program confirms that the installation of all Improvements has been satisfactorily completed per the program policies, the program will approve and disburse payment of the incentives to the Property Owner or Contractor. Payment of incentives is typically 4–6 weeks after project approval. The Property Owner acknowledges and agrees that the program, in its sole discretion, may schedule and conduct a post-Improvement inspection to ensure satisfactory installation of the Improvements prior to final approval of incentives. The maximum incentive amount is provided in the reservation letter. The program may reduce the final incentive amount based on a final review of project measures and/or savings. The Property Owner has the sole authority to assign the incentive to the Contractor by completing an Incentive Assignment Form and certifying that the Contractor may be the recipient of the incentive.

5. Tax Liability and Credits

The Property Owner acknowledges that neither the Utilities, Los Angeles County, nor the program is liable for taxes that may be imposed on the Property Owner as a result of incentives received under the program. Property Owners should seek professional tax advice.

6. Eligibility and Rebate Disputes

The program project dispositions are **FINAL**, including savings calculations and incentive payment amounts.

7. Program Changes

The program reserves the right to change, modify, or terminate this program. The program policies can change and can be discontinued without notice.

8. Installation Requirements

All improvement work must be in full compliance with the requirements of applicable laws, ordinances, rules, and regulations of federal, state, and local authorities or any other authorities having governmental and regulatory jurisdiction. In the event of the removal of old equipment from the property, the Property Owner

confirms that as a requirement of eligibility to participate in the program and receive incentives, the Property Owner shall remove and dispose of any equipment or materials that are replaced in accordance with applicable laws, rules, and regulations. In performing the work, the Property Owner shall obtain or require its Contractors to obtain legally required building permits.

[_____ Property Owner's initials]

9. Project Permit and Certification Requirements

- a. For all projects, in accordance with Public Utilities Code Section 399.4 (b) (1), recipients of the incentive 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. The Property Owner shall provide copies of all applicable permits. No incentives can be paid without certification. Permit must be closed for all measures to be eligible for an incentive.
- b. For projects involving heating, ventilation, and air conditioning (HVAC) replacement, in accordance with SB 1414, the program shall obtain and provide certification from a licensed Contractor that appropriate permits have been obtained, provide the HVAC permit number, and offer proof that the permit has been closed by the local building authority.

[_____ Property Owner's initials]

10. Indemnification

The Property Owner shall indemnify, defend, and hold harmless the Utilities, Los Angeles County, the program, 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 caused in whole or in part by the Property Owner's acts or omissions.

11. Miscellaneous

- a. **Assignment:** The Property Owner 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 the program'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.
- b. **Independent contractors:** Each party shall bear all of its own costs and expenses in performing its obligations under this Agreement.
- c. **Data collection and sharing:** The Property Owner agrees to sign energy data-sharing consent forms concerning their energy usage so as to assist the program, Contractors, and Los Angeles County to understand how the property is performing. The signed data consent form will allow the program to understand usage information on the property. This includes the general energy usage in the property common areas and may encompass the individual Dwelling Units. The Property Owner agrees to full compliance with the requirements of law, including the privacy rules of the California Public Utilities Commission under Decision No. 11-07-056.

[_____ Property Owner's initials]

- d. **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 law 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.

Agreement

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

- I will supply complete information to the program in response to information requests as described herein.
- I am aware that this Agreement is part of the Property Owner's Application to the program and does not guarantee admission into the program. The program will provide written notification to the Customer if their project has been approved after receipt and review of a complete project submittal completed by a Participating Contractor.
- I agree to abide by the program requirements.
- I represent that I have the legal authority to bind the party on whose behalf I am signing to this Property Owner Agreement.

Applicant Name (please print)

Title

Applicant Email

Applicant Phone Number

Property Name

Property Address

Property Owner Primary Language

Signature

Date

- Thank you for your participation in making Southern California more energy efficient. If you have questions or need assistance, please contact our team at multifamily@socalren.org or (877) 785-2237.

Appendix

Property Key Personnel

The Property Owner hereby submits the following personnel as staff who are responsible for managing or participating in the SoCalREN Multifamily Program.

Name	Email	Phone	Program Role
<i>Ex: John Doe</i>	<i>john.doe@apartment-bldg.com</i>	<i>(213) 555-1212</i>	<i>Maintenance Manager</i>