

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 Acknowledgment of Multifamily Programs (Exhibit A), and these Terms and Conditions.
- b. **"Assessment:"** An American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Level 2 audit, including test-in (when required).
- c. **"Building:"** A multifamily residence with a minimum of three (3) attached units located in both Southern California Edison (SCE) and SoCalGas® service territories.
- d. **"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.
- e. **"Combustion Appliance Safety" or "CAS:"** The test procedure for use in the Program and incorporated by reference herein.
- f. **"CPUC:"** The California Public Utilities Commission, from which all Program funds originate.
- g. **"Customer:"** The Owner or Property Manager of a Building.
- h. **"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.
- i. **"Implementer:"** A business entity engaged to implement and market the Program on behalf of the Southern California Regional Energy Network (SoCalREN) and under contract with SoCalREN.
- j. **"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.
- k. **"Program:"** The SoCalREN Multifamily Program.
- l. **"Project:"** The Upgrade(s) to be installed as set forth in the applicable Scope of Work.
- m. **"Participating Rater:"** An individual enrolled in the Program with qualifications which enable them to perform an Assessment. Rater services may be provided by the Program.
- n. **"Scope of Work:"** Customer-provided pricing, contracts, and product and equipment specifications describing the nature and scope of the services, the Upgrades to be installed, completion dates, and other pertinent information regarding the Project.

- o. **"Term:"** Shall have the meaning set forth below in Section 10.
- p. **"Upgrade:"** Shall have the meaning set forth below in Section 3.
- q. **"Utility(ies):"** The investor-owned utilities of SCE and SoCalGas.

2. Eligibility

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

- a. Property is served by both SCE and SoCalGas.
- b. The Building has at least three (3) attached dwelling units.
- c. Energy upgrades must be completed by December 31, 2019.
- d. Energy upgrades must result in achieving a minimum of 12% improvement over baseline Building conditions (as determined by a program-approved Assessment).
- e. Customer receives an Assessment provided by the Program.
- f. Customer will provide the Program with information regarding Customer, the Building(s), the Scope of Work, project costs and other relevant information regarding the foregoing.
- g. Customer will provide Program staff and Field QC access to the Building(s) and dwelling units within the Building(s) and grant permission to photograph exterior and interior spaces as necessary to document site conditions and work completed.
- h. CAS issues identified during the Assessment are designed into the Scope of Work for repair 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 December 31, 2019.
- j. Project must include at least three (3) eligible energy efficiency measures (three categories).

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 the electric or gas energy efficiency upgrades that are part of the Project have been incentivized by either or both Utilities or any other incentive program within the last five years.

4. Incentive Amounts

All incentives are available on a first-come, first-served basis, and the Program can be closed at any time with no advance notice. Incentive amounts are subject to change; current incentive levels are available from Program staff. The Improvement Incentive will only be paid after successful completion as well as final approval by quality assurance and/or quality control of the Program.

5. Implementation of Work and Payment of Improvement Incentives

When the Program 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. Customer acknowledges that inspections including photography may occur inside dwelling units, even if work did not occur within the units. This inspection serves to verify Building energy modeling.

6. Customer Information

In addition to the information previously provided in the Pre-Qualification Application, Customer agrees to provide follow-up information to the Program as deemed necessary and reasonable to process the 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 Implementer is liable for taxes which may be imposed on the Customer as a result of incentives received under the Program. Customers should seek professional tax advice.

8. Eligibility and Rebate Disputes

Implementer project dispositions are **FINAL** including savings calculations and Improvement Incentive payment amounts. Project issues/potential scope changes should be made known to Implementer as soon as possible 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, 2019, (b) the date when the funds made available for the Program are depleted, or (c) when the Program is terminated (the "Term"). All Improvement 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. Installation Requirements

All Upgrade 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 Building, Customer confirms that as a requirement of eligibility to participate in the Program and receive incentives, Customer shall remove and dispose of any equipment or materials that are replaced in accordance with applicable laws, rules and regulations. In performing the work, Customer shall obtain or cause its contractors to obtain legally required building permits.

[____ Customer's initials]

13. Project Permit and Certification Requirements

- a. For all projects, in accordance with Public Utilities Code Section 399.4 (b) (1), recipients of the Improvement 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. Customer shall provide copies of all applicable permits. No Improvement Incentives can be paid without certification. Permit must be closed for all measures to be eligible for an Improvement Incentive.
- b. For projects involving Heating, Ventilation and Air Conditioning (HVAC) replacement, in accordance with SB 1414, the Implementer shall obtain and provide certification from a licensed contractor that appropriate permits have been obtained, provide the HVAC permit number, and proof that the permit has been closed by the local building authority.

14. 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, 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 expense. Customer and its contractor will be required to promptly stop 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.

15. 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.

16. 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.

17. Indemnification

Customer shall indemnify, defend and hold harmless the Utilities, Los Angeles County, and Implementer, 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.

18. 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, contractors, 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. This includes the general energy usage in the Building common areas and may encompass the individual dwelling units. Customer agrees to full compliance with requirements of law, including the privacy rules of the CPUC under Decision No. 11-07-056.
[_____ 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.

Agreement

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

- I have, and will, supply true, correct and complete information to the Program in response to information requests as described 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 another source.

Applicant Name (please print)

Title

Signature

Date

Property Name

Property Address

Please review and complete Exhibit A as part of this application.

Exhibit A: Acknowledgment of Multifamily Incentive Programs

More than one energy efficiency rebate for the same measure may not be received from an investor-owned utility [i.e., Southern California Edison (SCE) or SoCalGas®] or other third-party program offering incentives funded by the California Public Goods Charge funds. The following incentive programs for existing multifamily buildings available through SCE and/or SoCalGas service territories overlap with the SoCalREN Multifamily Program in Southern California.

Energy Savings Assistance Program (SCE, SoCalGas)—This 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.

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, bathroom aerators, and thermostats.

Residential Direct Install Program (SoCalGas)—A no-cost energy assistance program for SoCalGas customers living in single-family and multifamily dwellings. Available energy-saving services may include: smart thermostats, duct sealing and testing, faucet aerators, low-flow showerheads, thermostatic shower valves, and tub spout and thermostatic shut-off showerheads.

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

On-Demand Efficiency Program (Demand Controls for Central Domestic Water Heaters) (SoCalGas)—This program installs demand controls on central domestic hot water (CDHW) systems with recirculation loops in multifamily buildings.

Agreement

By signing below, I attest that I am aware of the multifamily incentive Programs offered by SCE, SoCalGas, and SoCalREN and I have chosen the SoCalREN Multifamily Program for my specific project.

Applicant Name (please print)

Title

Signature

Date