



Participation Agreement

Conservation Services Group
 6161 El Cajon Blvd #524
 San Diego, CA 92115-3987
 Office: (888) 369-1608
 Fax: (888) 369-1621

Company Name		Payee Name (if different)		CC Code
Contact Name				VSP (if applicable)
Address				Sticker Series
City		State	Zip Code	
Telephone		Cell Phone		
Tax Status		E-mail		
Tax ID Number				
Contractor License Number			Number of Field Technicians/installers	

Certifications and Professional Associations

Program Requirements

Post-Inspection	Payee to Provide:	Permit Number & Copy on Request	Statement of Energy Performance (EPA)	Completed W-9 Completed Application
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Payee Instructions

I am directing CSG to make all checks covered under this agreement payable to:

Mail Checks to the Attention of:

(Attach W-9 for payees covered under this agreement or send W-9 with applications).

Limitations: (Complete if the payee instructions are limited to specific projects or payees.)

May we distribute your company contact information to potential customers? Yes No

May we post your company contact information on our program website? Yes No

Any limitations that you would like noted on our participating contractor list? (areas served, commercial-only, or other):

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE PREMIUM COOLING PROGRAM AND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS. I CERTIFY THAT THIS INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT.

Signature (Contractor)	Date	Signature (Payee if different)	Date
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Terms and Conditions

I. Qualifying HVAC Systems (Revised 3/24/2010)

I understand that only new high-efficiency commercial HVAC systems installed between January 1, 2010 and December 31, 2012 that meet the following requirements are eligible for an incentive:

(1) The HVAC unit(s) must be installed within the San Diego Gas & Electric Company (SDG&E®) service area, at a commercial facility that has an active meter and receives electric service from SDG&E.

(2) High Efficiency Commercial HVAC system(s) must meet minimum SEER and EER ratings commensurate with Cooling Capacity as follows: Three-phase equipment: < 65,000 kBtu must meet a minimum **14 SEER or higher**; 65,000 - 134,000 kBtu must meet a minimum **11.5 EER or 11.9 IPLV**; 135,000 - 239,000 kBtu must meet a minimum **11.5 EER or 11.9 IPLV**; 240,000 - 760 kBtu must meet a minimum **10.5 EER or 10.9 IPLV**. Single-phase commercial equipment < 65,000 kBtu must meet a minimum **14 SEER or higher**. See current Incentive Schedule for details. Model number must be on the contract/invoice/work order. SEER and EER can generally be found on the specification sheet provided by the manufacturer.

(3) The HVAC system must not have received any funds for the same service and/or same account from any other end user energy conservation program funded by the Public Goods Charge Fund, the California Energy Commission (CEC) or the California Public Utilities Commission (CPUC), unless the Conservation Services Group (CSG) Program Manager has advised that one of the limited exceptions to this rule applies. Only new HVAC systems that have not received the same service in six (6) year(s) are eligible. ONLY ONE EQUIPMENT INCENTIVE WILL BE PAID PER A/C UNIT. That incentive will be paid to the PAYEE designated on this form. All incentives applied for under this agreement will be paid to the PAYEE designated above. To designate a different payee, please complete a separate participation agreement covering that payee, or designate on this agreement that payee names will be provided on each application.

(4) Resale products, products leased, rebuilt, rented, received from warranty insurance claims, exchanged, won as a prize, or new parts installed in existing appliances **do not qualify**.

(5) **ARI Reference Numbers.** To qualify for a rebate, a split HVAC system must have a corresponding Air-Conditioning, Heating, and Refrigeration Institute (ARI) certification number. ARI certification numbers may be obtained by accessing their website at www.aridirectory.org.

II. General Terms and Conditions

(1) I agree to indemnify, defend, and hold harmless CSG and SDG&E and the employees, directors, and officers of each from any claims of any kind, including attorney fees, arising out of or connected in any way with any act or omission of my company, its employees, agents or subcontractors of any tier, in the performance or nonperformance of services as a part of the Program.

(2) I understand that my relationship with CSG, SDG&E, and to the Program is set forth in this Participation Agreement, and is limited to the terms of this Agreement. I am a contractor independent from CSG and SDG&E and am not authorized to use SDG&E's logo or to otherwise act as an agent or representative of SDG&E or CSG. I understand and agree that CSG's and SDG&E's liability in this Program shall be limited to the payment of earned monetary incentives. Under no circumstances shall CSG or SDG&E be liable for any further amounts in connection with the Program under any legal theory including any special, consequential, incidental or indirect damages.

(3) I certify that I am a licensed contractor in the State of California and any technicians performing the installations have all licenses required by Federal, California and local laws, rules and regulations, and are qualified to perform HVAC installations. I agree to maintain appropriate licenses and certifications for the work performed in conjunction with the Direct Incentive Program, comply with applicable laws (such as workers' compensation and employment laws). I will maintain state-required workers' compensation insurance, as well as acceptable occurrence-based commercial general liability and commercial automobile liability insurance, each of not less than \$1,000,000.00 combined single limit for each occurrence. I will supply CSG with evidence that I meet these insurance requirements, and notify CSG if I no longer have any license, certification or insurance coverage required under this Participation Agreement.

(4) I understand that if I desire to discontinue participating in the Premium Cooling Program, I am free to do so by notifying CSG of that decision. CSG may also end my participation in the Program at any time, at their sole discretion, by notifying me of that decision.

III. Payment Terms and Requirements

- (1) I am responsible for meeting all program requirements and complying with all state/county/city/government requirements regarding local conditions, restrictions, codes, ordinances, rules and regulations concerning the installation of HVAC systems performed in conjunction with this Program. Customers applying for incentives through this program MUST reserve equipment in advance, notify contractors that they intend to be the payee of utility incentives and/or negotiate discounts at time of bid.
- (2) I understand that the program may be modified without prior notice and in installations where calculated energy savings are significantly below than program targets (such as schools, new construction, or light industrial sites), the rebate amounts offered may be pro-rated. In the event that rebate amounts change for products offered during the program period, the order/purchase date will be used to determine product eligibility and the application submission date will be used to determine rebate amount.
- (3) I understand that a rebate will not be paid if I do not comply with the processing requirements of the program, refuse to participate in required quality assurance and verification activities, submit erroneous or incomplete data, or fail to meet any of the program terms and conditions identified here. CSG reserves the right to suspend a Contractor from the Program and, during the suspension period and until reinstatement, hold all of the Contractor's pending applications until further verification can be completed and disqualify all incoming applications for equipment rebates. Suspensions may arise if in the course of verification activities, CSG finds that the Contractor's applications are consistently inaccurate or incorrect, the reported installations fail inspection, or the Contractor is not adhering to the Participation Agreement or program policies and procedures regarding equipment or customer eligibility.
- (4) I understand that I must provide proof that HVAC equipment has been properly installed at Customers' sites in accordance with program requirements, including Benchmarking requirements as applicable. Contractors must keep work orders on file, indicating model numbers and customer discounts for no less than three (3) years after the program completion date, and make these documents available to CSG and/or a designated third party as requested. See Benchmarking announcement for details.
- (5) I understand that I will be paid incentives within 4-6 weeks of submittal, commencing with the receipt and initial verification of each complete application package, and that I must submit my applications by mail, fax, or electronically in formats prescribed by CSG for payment. All incentive applications for the 2010 program year must be submitted by January 7, 2011, and any applications received after January 7, 2011 will not be processed. **Incomplete application materials will not be processed.**
- (6) I further understand that CSG is entitled to a prompt refund from the Contractor of any and all rebate amounts paid to the Contractor for Qualifying Equipment that fails verification, whether resulting from inaccurate information provided on the application, ineligible or non-matching equipment, or failures arising from improper installation or non-installation. Any refunds due CSG resulting from verification findings will be deducted as an adjustment from the Contractor's future invoices. If future invoice deductions cannot offset the refund due within sixty (60) days, then the Contractor must promptly refund to CSG the rebate amounts due. Verification activities may occur any time within the program or within twelve (12) months after the program ends, and inconsistencies in amounts due and refunds owed to CSG shall be tried up within sixty (60) days of the on-site verification which resulted in the failed inspection.
- (7) I understand that program funds are limited and disbursed on a first-come, first-served basis. When available funds fall below \$300,000, CSG will send out notification to all participating contractors that program is drawing to a close. As funds approach \$100,000, all participating contractors will be notified to submit work immediately to ensure payment. At this time, CSG will take an inventory of jobs in progress and allocate remaining funds accordingly. Contractors who regularly meet or exceed their six-month productivity estimates will be allocated any remaining funds. CSG will not be responsible for paying incentive applications received or corrected after funds have been exhausted.

IV. Reasonable Access and Verification

I understand that I must ensure that program personnel have reasonable access to Customer Sites for inspections, and/or measurement and evaluation activities. SDG&E® may conduct random inspections to verify that the reported energy efficiency measure has been installed. My responsibility includes (but is not limited to) notifying customers that they should expect and allow a follow-up site verification. In order to pass inspection, the equipment must be installed at the location indicated and verified as new equipment, with the exact model number as reported in the Application. Contractors are responsible for submitting accurate and exact customer addresses and customer contact information. **Incorrect addresses may result in all equipment at the location failing inspection.**

The Premium Efficiency Cooling Program is funded by California utility customers and administered by San Diego Gas & Electric Company (SDG&E®) under the auspices of the California Public Utilities Commission, through a contract awarded to Conservation Services Group. California customers who choose to participate in this program are not obligated to purchase any additional services offered by the contractor.