



Commercial HVAC Quality Maintenance Service Agreement Application

Please complete all steps. Incomplete applications will be delayed.

STEP 1 Account and Customer Information

Please refer to your SDG&E Bill for Service ID#s.

SERVICE ID# FROM GAS ACCOUNT DETAIL

SERVICE ID# FROM ELECTRIC ACCOUNT DETAIL

ACCOUNT HOLDER/COMPANY NAME (as it appears on SDG&E bill)

CONTACT NAME (if different from Account Holder)

INSTALLATION ADDRESS SUITE #

CITY STATE ZIP CODE

MAILING ADDRESS (if different than Installation Address) SUITE #

CITY STATE ZIP CODE

PRIMARY PHONE # EMAIL ADDRESS

STEP 2 Business Payee Tax Information

Required information for all applications

Tax Status: To be completed by the person or entity receiving payment ("Payee")

Corporation Partnership Individual/Sole Proprietor Exempt (Tax exempt, non-profit)

Tax ID Number: Please provide EITHER your EIN/Federal Tax ID or Social Security Number in the appropriate spaces below.

EIN OR FEDERAL TAX ID

OR

SOCIAL SECURITY NUMBER

Tax Liability: You are urged to consult your tax advisor concerning the taxability of Incentives. San Diego Gas & Electric Company (SDG&E) is not responsible for any taxes that may be imposed on your business as a result of receipt of this Incentive. Incentives are taxable if greater than \$600 within one calendar year for business customers, and will be reported as income to you on IRS Form 1099 unless you have checked "Corporation" or "Exempt" tax status above.

STEP 3 Payment Release Authorization (If Applicable)

SKIP THIS SECTION IF INCENTIVE CHECK WILL BE MADE PAYABLE TO SDG&E ACCOUNT HOLDER

Complete this section only if payment is going to someone other than the SDG&E account holder in Step 1. I am authorizing this payment of my Incentive to the third party ("Payee") named below and I understand that I will not be receiving the Incentive check from SDG&E. If "Payee" is a business, requested tax information must be provided. I also understand that my release of the payment to the third party does not exempt me from the Incentive requirements outlined in this application.

AUTHORIZED BY:

SDG&E ACCOUNT HOLDER (Print)

SIGNATURE

DATE

CHECK SHOULD BE MADE PAYABLE TO:

PAYEE: INDIVIDUAL/BUSINESS NAME

PHONE #

PAYEE MAILING ADDRESS

CITY

STATE

ZIP CODE

STEP 4 Service Agreement Incentive Information

Did you sign a qualifying Service Agreement with a qualified HVAC Contractor? Yes No

Please provide date the Service Agreement was signed _____
(MM/DD/YY)

Please provide the contract number of the Service Agreement (if applicable): _____

Does the signee agree to send the renewed agreements to the program mailing address on Page 2 each year? Yes No

Is the term of the signed, qualifying Service Agreement at least 3 years? Yes No

If "No", Does the signee agree and commit to renewing and providing a copy of a qualifying Service Agreement such that no lapses in contract coverage exist over the 3-year duration beginning with the signature date on the initial, qualifying Service Agreement? Yes No

To complete this form, please refer to the following:

- Your SDG&E bill, for your Service ID#(s).
- Your Service Agreement for number of units participating in program.
- # of qualifying HVAC units for the Service IDs provided in Step 1 _____
- # of roof top units participating (beginning of contract) _____
- If this application and your Service Agreement cover units in more than one site, multiple building types and/or have more than one electric and gas Service IDs associated with them, then fill out and attach the "Multiple Site Type SA_ID Form" provided with the application.

Customer Contact Information

COMPANY NAME

PRIMARY CONTACT NAME

PHONE

EMAIL

Contractor Contact Information

COMPANY NAME

PRIMARY CONTACT NAME

PHONE

EMAIL

Estimated Incentive Payment upon processing of this application: \$ _____ Estimated Incentive Payment at end of year 1: \$ _____ Estimated Incentive Payment at end of year 2: \$ _____ Estimated Incentive Payment at end of year 3: \$ _____

Incentive Payments are estimates only and are subject to change. Please see Terms and Conditions.

STEP 5 Business Property Type Description

Select one (1) property type that best represents your business:

- | | |
|---|--|
| <input type="checkbox"/> Assembly | <input type="checkbox"/> Manufacturing: Bio/Tech |
| <input type="checkbox"/> Education: Community College | <input type="checkbox"/> Manufacturing: Light Industrial |
| <input type="checkbox"/> Education: Primary School | <input type="checkbox"/> Multiple Types |
| <input type="checkbox"/> Education: Relocatable Classroom | <input type="checkbox"/> Office: Large |
| <input type="checkbox"/> Education: Secondary School | <input type="checkbox"/> Office: Small |
| <input type="checkbox"/> Education: University | <input type="checkbox"/> Restaurant: Fast-Food |
| <input type="checkbox"/> Grocery | <input type="checkbox"/> Restaurant: Sit-Down |
| <input type="checkbox"/> Health/Medical: Clinic | <input type="checkbox"/> Retail: Multiple Story |
| <input type="checkbox"/> Health/Medical: Nursing Home | <input type="checkbox"/> Retail: Single-Story Large |
| <input type="checkbox"/> Lodging: Hotel | <input type="checkbox"/> Retail: Small |
| <input type="checkbox"/> Lodging: Motel | <input type="checkbox"/> Storage: Conditioned |

STEP 6 Customer Signature

I have read and understood the Terms and Conditions attached to this form. I certify that the information I have provided is true and correct and the product(s) and/or equipment for Incentive(s) are installed and operational and meets the requirements in this application. Please use black or blue ink.

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

SIGN HERE

By signing this application, I understand that the contractor and/or the Premium Efficiency Cooling Program can share the application information with SDG&E, the California Public Utilities Commission or their agents to enroll me in the program and conduct quality assurance, reporting, evaluation, measurement and verification activities.

SIGNATURE

NAME (Print)

DATE

Terms and Conditions

I, the Customer, agree to the following terms and conditions ("the Agreement"):

1. I meet the SDG&E HVAC Quality Maintenance Program Incentive eligibility requirements as stated in the appropriate attachment(s) included with this Application.
2. The information I have supplied on this Application and attachment(s) is true, correct, and complete.
3. I have read and understand the terms and conditions of the Agreement and on the appropriate attachments and agree to abide by the rules, requirements and terms set forth on this Application, the Agreement, and all attachments.
4. If the Agreement is terminated for any reason, San Diego Gas & Electric Company (SDG&E) shall not be liable to the Customer for damages or compensation of any kind.
5. SDG&E reserves the right to determine eligibility for the Incentive.
6. SDG&E MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY DESIGN, SYSTEM OR APPLIANCE INSTALLED OR MAINTAINED PURSUANT TO THE AGREEMENT, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. CUSTOMER AGREES TO INDEMNIFY SDG&E, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AGAINST ALL LOSS, DAMAGE, EXPENSE, FEES, COSTS, AND LIABILITY ARISING FROM ANY MEASURES INSTALLED OR MAINTAINED.
7. Both funding and the conditions of the Incentive 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. If there are changes in the Incentive, SDG&E will endeavor, but cannot guarantee, to provide a reasonable period of time before changes go into effect.
8. I understand that if the Incentive is modified in any way or terminated by order of any government entity, then the Agreement shall be revised or terminated consistent with that order.
9. SDG&E may assign the Agreement, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without the Customer's prior written consent, provided SDG&E remains obligated for payments incurred prior to the assignment. The Customer may not assign this Application, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of SDG&E.
10. I agree to release SDG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees from all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (1) injury to or death of persons, including but not limited to employees of SDG&E, customer, or any third party; (2) injury to property or other interests of SDG&E, Customer or any third party; (3) violation of local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; (4) energy savings shortfall; so long as such injury, violation, or shortfall (as set forth in (1)-(4) above) arises from or is in any way connected with the Project, including any third party's performance of or failure to perform the Project, however caused, regardless of any strict liability or negligence of SDG&E, its officers, managers, or employees.
11. Funding approved for this Incentive is limited and will be paid on a first-come, first-served basis to qualified customers. This Incentive offer is subject to the availability of authorized funds to qualified customers, until program funding is no longer available.
12. To be eligible for Incentives, I agree that I have not and will not apply for or receive incentives offered by local or state entities or other utilities for measures covered under this Agreement.
13. I understand the following Tax Liability provisions: SDG&E will report Incentives greater than \$600 as income to me on IRS form 1099 unless: (1) I have marked the "Corporation" or "Exempt" tax status box, or (2) I identified a different party as "Payee" in Section 2 of the application.
14. Applicant will allow, if requested, a representative from SDG&E, the California Public Utilities Commission (CPUC), or any authorized third party reasonable access to its property for all inspections, including but not limited to: (a) Post-installation equipment inspection to check implemented measures and to verify compliance with the Service Agreement and the Addendum requirements; and (b) Post-operation inspection to verify energy savings of the measures after a period of operation, if requested by SDG&E; and (c) Inspection for any other reason that SDG&E, in its sole discretion, deems necessary; and (d) use of Applicant's name, Program services, and resulting energy savings in reports or other documentation submitted to SDG&E or the California Public Utility Commission.

15. SDG&E's and/or its qualified Participating Contractor's and/or consultant's review of the operation or maintenance of the Qualified Unit or energy efficiency measures shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the project or solutions, nor shall the applicant, in any way, make such a representation to a third party. Applicant is solely responsible for the economic and technical feasibility, operational capability and reliability of applicant's equipment. SDG&E makes no representation or warranty, whether statutory, express or implied, including, without limitation, the implied warranties of merchantability and fitness for any particular purpose, use or application of the installed product or solution.

I understand:

Authority: I have obtained the permission of the legal owner of the Site to perform program tasks

Eligibility requirements:

- The Site where the Qualified Units are installed must be a nonresidential facility located within SDG&E's service territory.
- Must pay the Public Purpose Program ("PPP") surcharge, on the SDG&E electric meter, where the programs tasks are performed (unless otherwise exempted).
- Must execute a 3-year Service Agreement (or commit to a 1-year Quality Maintenance Service Agreement with no lapse in annual renewals over a 3-year period) with a qualified Participating Contractor (an individual or firm that has an executed SDG&E Commercial HVAC Program Contractor Participation Agreement).
- Must answer the questions in a Maintenance Plan which will be electronically submitted by Participating Contractor.
- All Program eligible Qualified Units (must be maintained in a Minimum Performance Level, in accordance with the qualifying Service Agreement and the ACCA/ASHRAE/ANSI Standard 180 and program requirements.
- Maintaining the Qualified Units at a Minimum Performance Level may require that Applicant funds additional repairs.
- Failure to maintain applicable Qualified Units at a minimum performance level will result in a pro-rata reduction of the annual Incentive payment for entering into a Service Agreement.
- Qualified Units must not have participated in the tune-ups through the Premium Efficiency Cooling Program in the last 5 years.
- In case of termination of the Service Agreement for any reason, Customer must, within one month of the termination date of the original Service Agreement, enter into a new Service Agreement with a qualified Participating Contractor.

Incentives:

- Your Incentives are based on the Qualified Units included in your Service Agreement. Subsequent Incentive payments are based on the number of Qualified Units that continue to meet all eligibility requirements.
- The Incentive amounts are calculated based on the building and Qualified Units' characteristics factors such as the size, age, economizers and number of Qualified Units per Site, and documentation provided by your Participating Contractor.
- HVAC Quality Maintenance Energy Efficiency Tasks must be completely performed and fully operational within six (6) months to bring all applicable Qualified Units to a minimum performance level from the date that the Service Agreement was executed by Applicant and Participating Contractor to be eligible for Incentive payments. SDG&E reserves the right to cease making Incentive payment(s), require the return of the total or prorated Incentive payments and/or terminate this Agreement if the Measure(s) and/or Treatment(s) are not completely installed and fully operational within six months.
- SDG&E will make the applicable Incentive payment to the designated payee, in four 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 in accordance with the rules set forth in the Program's policies and procedures.
- To be eligible for an Incentive, applications with required documentation must be received by SDG&E postmarked no later than 30 calendar days following the expiration of the Program Term.
- An Incentive check is generally mailed 6 to 8 weeks after SDG&E receives a completed application including all required documentation. An incomplete application will be returned to the applicant