

CUSTOMER INFORMATION		
Reservation #	Account #	
Customer:	Contact Name:	
Address:		
City:	State:	Zip:
Email:	Office Phone:	Mobile Phone:

Program Overview

The Premium Efficiency Cooling (Program), administered by CLEAResult, provides incentives to eligible commercial customers of San Diego Gas & Electric Company (Sponsor) to install and implement energy efficient measures. The Program is offered on a first come, first-served basis from January 1, 2019 through December 31, 2019 while funding lasts.

Program Eligibility

Customer confirms that it is an existing commercial customer that receives electric and/or gas distribution services from Sponsor. Customer agrees to provide full and accurate usage data and other information upon request. Customer also agrees to provide access to CLEAResult, Sponsor and any third party contractor (Contractor) for the purpose of participating in the Program.

Qualifying Heating, Ventilation and Air Conditioning (HVAC) Systems*

For Equipment Rebates: Only new commercial HVAC packaged DX cooled systems and air-source heat pumps that meet the Premium Efficiency Cooling Program ("Program") requirements are eligible. Equipment must be installed between January 1, 2019 and December 31, 2019.

For Lodging/Hospitality: Only Comfort Pulse Controller Incentives are available as part of this program as of January 1, 2019.

For Quality Installation: Incentives require installation by an approved Program Participating Contractor. Eligible contractors are listed on the program website at www.premiumcooling.com. Equipment must be installed between January 1, 2019 and December 31, 2019.

For Tune-Ups: Eligibility is limited to customer sites which have not received rebates or incentives for the same measure/same equipment through a utility or public goods charge program in the last five (5) years. This includes incentives assigned to participating contractors for work performed. If a Premium Efficiency Cooling Program sticker is present on AC units at this location, we cannot guarantee work has not been performed on this unit, even if the measure information is not found in our system. Any A/C unit with a Premium Efficiency Cooling Program sticker is not eligible for program services for five (5) years from the date of service. Equipment must be initially serviced/maintained between January 1, 2019 and December 31, 2019.

* HVAC units powered by co-generation, renewable energy or other electric providers are ineligible for program incentives. High Efficiency Commercial HVAC system(s) must meet minimum SEER, EER and IEER ratings commensurate with cooling capacity as indicated on the program Incentive Schedules, posted on the Premium Efficiency Cooling Website. SEER, EER and IEER can generally be found on the specification sheet provided by the manufacturer. Model number must be on the contract/invoice/work order. All units must have a corresponding Air-Conditioning, Heating and Refrigeration Institute (AHRI) certification number. AHRI certification numbers may be obtained by accessing their website at <http://www.ahridirectory.org/>.

Assignment of Payment

Customer authorizes payment of the incentive to the below "PAYEE" and understands that Customer will not receive incentive payment. Customer understands that the release of payment does not relieve Customer of any of the obligations contained in this Agreement.

PAYEE INFORMATION	
Name:	Address:
Phone:	City, State Zip:

Enrollment Instructions

Step 1: Complete this Customer Participation Agreement

Step 2: Complete a W-9 (Payee)

Step 3: Submit completed Customer Participation Agreement and W-9 to the following:

Email: premiumcooling@cleareresult.com

CONTRACTOR SIGNATURES ARE REQUIRED FOR ALL NEW EQUIPMENT INSTALLATION(S) AND/OR REPLACEMENT(S)	
<i>I certify I am a licensed contractor and have followed applicable permitting requirements, as appropriate, for HVAC installation(s)/replacement(s) associated with this agreement and the projects entailed.</i>	
Signature:	Date:
Name (printed):	Title:

CUSTOMER AGREED AND ACCEPTED	
<i>I have read and understood the Customer Participation Agreement and the attached Standard Terms and Conditions for Participating Customers and certify that the information I have provided is true and correct.</i>	
Signature:	Date:
Name (printed):	Title:
CLEARRESULT AGREED AND ACCEPTED	
Signature:	Date:
Name (printed):	Title:

These Standard Terms and Conditions for Participating Customers and the Customer Participation Agreement (collectively, the “**Agreement**”) are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“**CLEAResult**”), and Customer for the purpose of evaluating and installing energy efficient measures (“**EEM**”) under the Program funded by Sponsor. CLEAResult and Customer may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.” The Parties acknowledge and agree that the state regulatory governing body (the “**PUC**”), Sponsor and Contractor are third party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **ACCESS AND PARTICIPATION.** Customer agrees to support CLEAResult and Contractor and assign a representative to facilitate services provided under this Agreement. Customer acknowledges its intent to install EEM using Program incentives. Customer agrees to allow CLEAResult and Contractor to access its facilities, energy use and cost information for the purposes of implementing this Agreement. If Customer is a tenant, Customer represents that by signing this document they have obtained the property owner’s permission to install EEM under this Agreement. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion, or other publicity of any kind. Customer also confirms that it has not and will not receive rebates, incentives or services for any measures installed under this Program from another program funded by Sponsor. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Sponsor.
2. **ELIGIBILITY.** Sponsor determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period. Customer agrees to install all EEM provided by CLEAResult under this Program; provided, however, that if Customer does not install all EEM, then it shall return any uninstalled EEM to CLEAResult.
3. **INCENTIVE PAYMENT.** Customer acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor’s energy efficiency programs for the same measure(s). Customer understands that Sponsor, in its sole discretion, may withhold incentive payments committed to Customer if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. Customer acknowledges that the incentive amount may not exceed the cost of the EEM.
4. **AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow CLEAResult, Contractor, Sponsor and the PUC to access its facilities for the purpose of confirming Customer’s participation in the Program, inspecting installed EEM, and verifying the energy savings achieved through the Program. Customer agrees to cooperate with CLEAResult, Contractor, Sponsor and the PUC, as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program. Customer understands that any incentives may be withheld if Customer refuses to participate in any required verification within a reasonable period. Customer verifies that all EEM is installed in accordance with all applicable federal, state and local laws and manufacturer’s specifications.
5. **CONFIDENTIALITY.** CLEAResult shall keep Customer information confidential. Only Contractor, Sponsor and the PUC shall be granted access to Customer data as needed or required. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer’s written approval.
6. **NO WARRANTY.** CLEAResult, SPONSOR AND THE PUC MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY EEM INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER THE PUC, SPONSOR, NOR CLEAResult SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES INSPECTED WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.
7. **INDEMNIFICATION; LIMIT ON LIABILITY.** CUSTOMER AGREES TO INDEMNIFY THE PUC, SPONSOR AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EEM. NEITHER THE PUC, SPONSOR, CLEAResult, NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.
8. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer’s consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party’s right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.