

Premium Efficiency Cooling Program

Commercial HVAC Tune-up/Quality Maintenance

2019 HVAC Quality Maintenance Program Addendum



This addendum (the "Addendum") to the Commercial HVAC Quality Maintenance Service Agreement, which is also known as ("Service Agreement"), is made and effective as of _____ 20____ (the "Addendum Effective Date"), by and between Customer and Participating Contractor (as listed in Section III).

RECITALS

WHEREAS, Customer and Participating Contractor have entered into a Service Agreement (defined below);

WHEREAS, Customer and Participating Contractor hereby desire to amend the Service Agreement so that Customer may participate in San Diego Gas & Electric Company's (SDG&E)® Commercial HVAC Quality Maintenance Program (the "Program"); and

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1) Definitions

In addition to those definitions set forth in these Terms and Conditions, the following terms shall have the meanings set forth below:

- a) **Minimum Performance Level:** The Qualified Unit meets the baseline level of performance in accordance with ANSI/ASHRAE/ACCA Standard 180, other Program requirements prescribed by Program Policies and Procedures, and the documentation provided by the Qualified Unit's manufacturer.
- b) **Participating Contractor:** An individual or business that has an executed Program Contractor Participation Agreement that is in full force and effect in accordance with its terms, permitting the individual or business to provide HVAC maintenance and support services on Qualified Units to SDG&E commercial electric customers.
- c) **Service Agreement:** The agreement between Customer and Participating Contractor setting forth the terms and conditions under which the Participating Contractor will maintain and support the Qualified Unit(s).
- d) **Site:** The commercial building or facility located in SDG&E's service area with an active electric account that is owned or controlled by Customer.
- e) **Qualified Unit:** A heating/ventilation/air - conditioning (HVAC) unit installed at the Site that is either: (i) a rooftop unit, or (ii) a split - system unit equal to or greater than three tons of cooling capacity. A complete description of Qualified Units is set forth in the Program Policies and Procedures.

2) Conditions

Customer must satisfy all of the following conditions in order to participate in the Program and receive an incentive:

- a) Pay the Public Purpose Program ("PPP") surcharge on a SDG&E electric meter located at the Site where the Qualified Unit is installed.
- b) Have a Service Agreement with a Participating Contractor that has a three (3) - year term which may be defined as: (i) a period of thirty - six (36) months; or (ii) a twelve (12) - month period that automatically renews for at least two (2) consecutive twelve (12) - month periods.
- c) All Qualified Units eligible for inclusion in any Program incentive calculation(s) must be maintained by Customer in a functioning condition pursuant to a Service Agreement and operating at the Minimum Performance Level for a period of three (3) years.
- d) All applicable measures or tasks necessary to bring each Qualified Unit up to its Minimum Performance Level must be completed prior to payment of any incentives.
- e) Notwithstanding (d) above, if a Service Agreement is terminated during the three (3) - year period due to:
 - i) Termination of contract (such as Customer's dissatisfaction with the Participating Contractor, the Participating Contractor ceases operations, or other reasons), Customer must engage the services of another Participating Contractor within sixty (60) days from the effective date of the termination of Customer's original Service Agreement (the "Transfer Period").
 - ii) Closure of account (such as Customer ceases operations, no longer receives electric service from SDG&E, or vacates property) Contractor must engage the new tenant within sixty (60) days from the effective date of the termination of Customer's original Service Agreement (the "Transfer Period").
 - iii) Termination of contractor from Program, Customer must engage the services of another Participating Contractor within sixty (60) days from the effective date of the termination date (the "Transfer Period").

If for any reason the Service Agreement is not transferred prior to the expiration of the Transfer Period, CLEAResult and/or SDG&E reserves the right to cease making Incentive payment(s), require the return of the total or prorated Incentive payment(s), and/or terminate this Agreement.

- f) Customer will allow SDG&E, CLEAResult, and Measurement and Verification contractors as assigned by the California Public Utilities Commission to access the Site and conduct inspections and perform measurement and evaluation activities on the Qualified Unit(s) in accordance with ANSI/ASHRAE/ACCA Standard 180, on dates and times mutually agreed upon by Customer and SDG&E or its contractor.
- g) Failure to maintain a Unit at the Minimum Performance Level pursuant to a Service Agreement for a consecutive three (3) - year period will result in an automatic pro - rated reduction of the annual incentive payment available under the Program.

3) General

From and after the Addendum Effective Date, any reference to the Service Agreement contained in any notice, request, document or agreement shall be deemed to mean the Service Agreement, as amended by this Addendum. In the event of any conflict between the Service Agreement and this Addendum, this Addendum shall prevail. The Service Agreement shall remain in full force and effect in accordance with its terms, except as expressly amended by this Addendum. Each party is fully responsible for ensuring that the person signing this Addendum on that party's behalf has the requisite legal authority to do so.

WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives as of the Addendum Effective Date.

CUSTOMER

AGREED TO AND ACCEPTED BY:

SDG&E CUSTOMER NAME

SDG&E ELECTRIC ACCOUNT SERVICE ID#

BY:

AUTHORIZED SIGNATURE Date

PRINTED NAME

TITLE

ADDRESS

CITY/STATE/ZIP

PARTICIPATING CONTRACTOR

AGREED TO AND ACCEPTED BY:

CONTRACTOR BUSINESS NAME

ADDRESS

BY:

AUTHORIZED SIGNATURE Date

PRINTED NAME

TITLE

ADDRESS

CITY/STATE/ZIP

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.