

# Participation Agreement



Mail this Participation Agreement, all Incentive Worksheets and itemized invoices to **EnergySmart Grocer Program, One Sansome St, Suite 3500 94104 CA**, or fax to (800) 811-9709. This application is valid from January 1, 2013 through December 15, 2014. If store ownership or management changes during the Program, a new Participation Agreement must be submitted to the Program.

## Customer Information *All information is required for processing*

PG&E Electric Service Agreement ID (SAID):		PG&E Electric Account ID:		
Name of Facility:		Contact Person and Title:		
Telephone:	Fax:	Email:		
Installation Street Address ( <i>physical location</i> )		City:	State: <b>CA</b>	Zip:
Vintage (when location was built): <input type="checkbox"/> Prior to 1978 <input type="checkbox"/> 1978-1992 <input type="checkbox"/> 1993-2001 <input type="checkbox"/> 2002-2005 <input type="checkbox"/> 2006 - present				

## Program Participation Agreement Requirements

Eligibility for the EnergySmart Grocer Program is restricted to Pacific Gas and Electric Company (PG&E) grocery store customers with an electricity demand of 70kW or greater who pay the Public Goods Charge.

All purchase invoices or receipts for projects submitted for incentives must be dated between January 1, 2013 and December 15, 2014. Customer is responsible for ensuring that equipment meets the EnergySmart Grocer Program Equipment Specifications. Equipment specifications are subject to change. Please check with the Program before submitting Incentive Worksheets. Incentives may not exceed the total installed cost of the measure.

The value of incentives and direct installations is taxable. CLEAResult will report incentives and direct installations greater than \$600 to the IRS on Form 1099, unless the Customer is exempt. Customers should consult their tax advisor concerning the taxability of incentives. Customer, not CLEAResult, is responsible for any taxes imposed as a result of receipt of incentives from this Program. 1099 will be issued for the Customer, regardless of who the payee is, because the Customer receives the benefits of the incentives.

As used throughout this document, the term "Party" means CLEAResult Consulting Inc./EnergySmart Grocer (CLEAResult) and Customer, collectively the "Parties."

- Funding:** CLEAResult is receiving funds from PG&E for this Project, but the Parties agree that PG&E is not liable to either Party for any losses or damages, including incidental or consequential damages, arising from this Agreement. PG&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 pursuant to this Agreement, and expressly disclaims any such representation, warranty or liability.
- Incidental and Consequential Damages:** BOTH PARTIES AGREE NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
- Life of Product:** Customer understands incentive payments are based on related energy benefits over the life of the product. Customer agrees if 1) Customer does not provide PG&E with 100% of the related benefits for the life of the product or a period of 5 years, whichever is less, or 2) Customer ceases to be a distribution Customer of PG&E during said time period, Customer shall refund a prorated amount of incentive payment(s) to PG&E based on the actual period of time for which Customer provided the related energy benefits as an electric Customer of PG&E.
- Customers with self generation capabilities:** If Customer has existing onsite cogeneration or self-generation, CLEAResult shall not pay incentives for energy savings that exceed Customer's annual energy usage from PG&E. KW, kWh and therm savings are limited to the previous 12 months quantity of kW, kWh, and/or therms purchased from or delivered by the utility on the meter(s), serving the equipment to be installed, for which the utility collects the Public Purpose Programs (PPP) surcharge. The previous 12 months are defined as the calendar year prior to the date the Customer submitted and signed this Program Participation Agreement (including usage from Standby Service and less savings associated with pending energy efficiency applications). This policy is subject to change with 30 day written notice to Customer.
- Incentive may not exceed Project cost:** Customer must submit Project invoice(s) which include: vendor name/address/phone, itemized listing of product(s) including quantity, product description(s), manufacturer, model #, and other identifying information as appropriate, Project cost, date invoice paid or payment terms, and installation date.
- If Tenant:** If a tenant, Customer is responsible for obtaining the property owner's permission to install the Measure(s) for which Customer is applying for an incentive payment. Customer's signature on this Program Participation Agreement indicates Customer has obtained this permission.
- Access:** In addition, customer will allow, if requested, a representative from PG&E, the California Public Utilities Commission (CPUC), CLEAResult, or any authorized subcontractor reasonable access to Facility to verify the installed product.
- Compliance with Laws:** CLEAResult shall comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to its actions at the Facility or to the Project.
- Advertising:** CLEAResult agrees not to use the names or identifying characteristics of the Customer's Facility for published Project reports (except to fulfill reporting requirements to PG&E and/or the CPUC), advertising, sales promotion or other publicity without the Customer's written approval. In addition, Customer agrees not to use the names or identifying characteristics of CLEAResult for published Project reports, advertising, sales promotion, or other publicity without CLEAResult's written approval.
- No Double-Dipping:** Customer understands that Customer cannot receive incentives for the same product, equipment or service from more than one California investor-owned utility or third party Energy Efficiency program offering incentives for the same product, equipment, or service funded

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with CPUC Public Goods Charge funds. Customer understands this prohibition applies to future applications and for three years prior to receiving the incentives for the same product, equipment or service.

**11. No Obligation:** California consumers are not obligated to purchase any full fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC. Los consumidores en California no están obligados a comprar servicios completos o adicionales que no estén cubiertos bajo este programa. Este programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).

**12. Availability of Funds:** This program is available on a first-come, first served until allocated funds are depleted. This Program may be modified or terminated without notice.

I have read and understood the Terms and Conditions. I acknowledge and understand that I will be required to certify in writing after installation that the information I have provided is true and correct and the product(s) for the rebate or Incentive is/are installed and operational and meet(s) the requirement for this application.

## Agreed and Accepted

<b>Customer Signature</b>	Date ____/____/____	<b>CLEAResult Signature</b>	Date
Customer Name ( <i>printed</i> )		CLEAResult Name ( <i>printed</i> )	

## Access Agreement Requirements

Trained EnergySmart Grocer Field Energy Analyst(s) conduct energy efficiency pre-inspections, audits or post-inspections of store refrigeration, lighting and HVAC equipment (the "Project"). By signing this form, Customer agrees to grant access to the machine room, rooftop, sales floor, prep areas and walk-ins, described below as "Facility," for the purposes of this Project. The CLEAResult Access Agreement may be used in place of this portion of the agreement. The following terms will govern this any projects under this agreement:

### CLEAResult AGREES:

- 1. Customer Convenience.** To coordinate visits to the Facility with the Customer, so as to minimize any disruptions or inconvenience to the Customer.
- 2. Costs.** To bear all of the actual costs associated with performing the Project.
- 3. Confidentiality.** Not to use the names, photos or any other identifying characteristics of the Customer or Customer's Facility for published project reports, advertising, sales promotion or other publicity or public disclosure without the Customer's written approval.

### CUSTOMER AGREES:

- 4. Permission.** To permit CLEAResult, or its subcontractors, to visit, photograph and monitor the Facility and to install the Equipment for purposes of the Project.
- 5. Access.** To permit CLEAResult reasonable access to and egress from the Facility during normal business hours to carry out the work of this Project, and to direct Customer's employees and contractors to cooperate with CLEAResult in the conduct of this Project
- 6. Confidentiality.** Not to use the names, trademarks, or identifying characteristics of CLEAResult for any advertising, sales promotion or publicity or public disclosure of any kind without prior written approval by CLEAResult.

### BOTH PARTIES AGREE:

- 7. Incidental and Consequential Damage:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
- 8. Ownership of Information.** CLEAResult may provide the Customer with information about its findings regarding this Project, but CLEAResult shall retain all ownership rights, including copyright and other intellectual property rights, in all data, reports, research results, Energy Saving Reports (ESR), summaries, information, or other written, recorded, photographic or visual materials produced and collected during the term of this Agreement.
- 9. If Tenant.** If the Facility is under lease, the Customer's tenant who controls the Facility, by executing this Agreement, assumes the rights and obligations of the Customer hereunder.

## Agreed and Accepted

<b>Customer Signature</b>	Date ____/____/____	<b>CLEAResult Signature</b>	Date
Customer Name ( <i>printed</i> )		CLEAResult Name ( <i>printed</i> )	
(Customers with multiple store locations, initial at left) This _____ Participation Agreement and Access Agreement shall apply to all eligible store locations that receive PG&E electrical service		CLEAResult Title	