



PROJECT INFORMATION

Project Name _____ Check if participating in PG&E Local Gov't/Statewide Partnership

PG&E Local Gov't/Statewide Partnership Name, if applicable _____

Project Site Address _____ City _____ State _____ Zip _____

Contact Name (If different from Applicant) _____ Title _____

Contact Telephone Number _____ Contact Fax Number _____ E-Mail Address _____

Bldg. Description/Type _____ Conditioned Sq. Ft. _____ Est. Plan Finalization Date _____ Est. Construction Completion Date _____

Facility Description/Type _____ Years since built or last major renovation _____ Total Sq. Ft. of Facility _____

Project Type (check one)

- New Construction, including additions Renovation/remodel, including tenant improvement

Type of Business/Organization

- Fabrication Food Processing Office Religious Institution
 Restaurant Retail School Other (please specify) _____

DESIGN TEAM INFORMATION (SAVINGS BY DESIGN ONLY)

Please complete the following information if applicable:

ARCHITECTURAL FIRM _____ Address, City, State, Zip _____

Contact Name _____ Contact Telephone _____ E-Mail Address _____

MECHANICAL ENGINEERING FIRM _____ Address, City, State, Zip _____

Contact Name _____ Contact Telephone _____ E-Mail Address _____

ELECTRICAL ENGINEERING FIRM _____ Address, City, State, Zip _____

Contact Name _____ Contact Telephone _____ E-Mail Address _____

TITLE 24 CONSULTANT _____ Address, City, State, Zip _____

Contact Name _____ Contact Telephone _____ E-Mail Address _____

INTEREST IN PARTICIPATION

I would like to participate in Pacific Gas and Electric Company's Customized Energy Efficiency/Demand Response Incentive. I understand that the Incentive is funded by utility customers through the Public Purpose Programs surcharge. I am interested in improving the energy efficiency of my project using design assistance and the financial incentives available. I agree to provide the required documentation as requested. I am willing to consider efficiency recommendations which may improve the performance of my project significantly beyond 2008 Title 24 (or other baseline) requirements. I understand that participation is voluntary and that I am under no obligation to modify the design or construction of my building based on resulting recommendations. I also understand that I will receive financial incentives only if I complete an agreement, my eligibility is established by PG&E, the performance of my building meets the requirements, and the energy efficiency strategies are installed and verified.

Applicant (Customer/Building Owner) Name (Please Print) _____ Title _____

Signature _____ Date _____

FOR PG&E USE ONLY: Project No. _____ **Application No.** _____ **Ref. No.** _____



SECTION 1 CUSTOMER CONTACT INFORMATION

PG&E Customer, California State Agency Name (The Customer)

Mailing Address _____ City _____ State _____ Zip _____

Customer Contact Name _____ Title _____

Contact Telephone Number _____ Contact Fax Number _____ E-Mail Address _____

SECTION 2 PAYEE INFORMATION

Tax Identification Type (Select ONLY One)

Employer ID Number (EIN)
 Federal Tax ID SSN _____
Tax Identification Number

Tax Status (Select ONLY One)

Corporation Individual
 Non-Corp Exempt

(If the payee is the same as the customer listed in Section 1, skip the following and go to Section 3.)

Payee _____ Telephone Number _____ Fax Number _____

Mailing Address _____ City _____ State _____ Zip _____

Contact Name _____ Title _____ E-Mail _____

SECTION 3 PROJECT TYPE(S)

NONRESIDENTIAL

- NEW CONSTRUCTION/ADDITION (Attach Customized New Construction form)
 - DESIGN TEAM (Attach SBD-DT Form if applicable)
- RENOVATION/RETROFIT/DEMAND RESPONSE (Attach Customized Retrofit/Demand Response form)

SECTION 4 AGREEMENT

I have read and agree to the terms and conditions on the following pages. I certify that the information I have provided on this application and attachment(s) is true and correct.

Customer Contact Name (Please Print) _____ Title _____

Signature _____ Date _____

FOR UTILITY USE ONLY

_____|_____|_____|_____|_____|_____| Project Manager Name

_____|_____|_____|_____|_____|_____| SS Rep Name

_____|_____|-_____|_____|-_____|_____| Rep Phone #

Service Code _____ Date Received _____

SEE TERMS AND CONDITIONS ON THE FOLLOWING PAGES

FOR PG&E USE ONLY: Project No. _____ **Application No.** _____

Instructions

Select the Appropriate Forms

All customers must submit a Customized Energy Efficiency Incentive Application and at least one of the following project forms:

Non-Residential Projects

NEW CONSTRUCTION/ADDITION – Attach Customized New Construction Form

DESIGN TEAM – Attach SBD – DT Form if applicable

RENOVATION/RETROFIT/DEMAND RESPONSE – Attach Customized Retrofit/Demand Response Form

Demand Response Programs

The Technology Incentive (TI) program's objective is to provide cash incentive payments for the installation of equipment or control software supporting Demand Response (DR). By promoting enabling technologies, PG&E helps its customers keep California's energy grid operating under extreme conditions.

How to Apply

1. READ TERMS AND CONDITIONS ON:

- The back page of the Application
- The Project Form(s) that apply to your project(s)

2. COMPLETE:

- Customer Information and Project Type on the Application
- (If applicable) Payment Section on the Application, if payment is to be paid to a party other than the Customer
- Project Information and any calculations required by the Project Form(s)

3. SIGN:

- The Agreement on the Application
- (If applicable) The Payment Release Authorization on the Application, if incentive is to be paid to a party other than the Customer
- The Agreement(s) on your choice of Project Form(s)

4. SUBMIT:

- The Application
- Your choice of Project Form(s)
- All required documentation pertaining to your project

Contact PG&E Before Submitting Your Information

You should contact a PG&E representative prior to submitting applications and other required documentation in order to participate in PG&E's Customized Energy Efficiency Incentive Program.

Non Residential Projects:

Contact Business Customer Center at 1-800-468-4743

Email: businesscustomerhelp@pge.com

Refer to the Participation Handbook for requirements and guidelines.

Submit Application Package to Your PG&E Representative or Mail Application To:

PG&E Integrated Processing Center
P. O. Box 7265
San Francisco, CA 94120-7265

For Overnight Delivery, Send To:

PG&E Integrated Processing Center
Mail Code B3B
77 Beale Street - 3rd Floor
San Francisco, CA 94105-1814

For Fax Delivery, Send To:

415-972-5155

Terms and Conditions

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

1. I meet the Customized Energy Efficiency 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. PG&E may suspend or terminate the Agreement, without cause, upon written notice to me. If the agreement is terminated by PG&E without cause, PG&E agrees to compensate the Customer for all pre-approved expenditures accrued up to the effective date of termination. PG&E shall not be liable to the Customer for damages or compensation of any kind in the event that PG&E is required to terminate in order to comply with applicable laws, regulations, or as directed by the CPUC.
5. PG&E reserves the right to verify eligibility for the incentive as determined in the project agreement.
6. 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 THE AGREEMENT, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY.
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, PG&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. PG&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 PG&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 PG&E.
10. I understand the Incentive requires inspections and measurements of the performance of the measures. Therefore, I agree to provide access to the Project Site for these purposes to PG&E and/or its agents, assigns, contractors or subcontractors, PG&E Contractors, and the CPUC and/or its agents or assigns. In the event a PG&E Contractor is coming onto the project site, PG&E agrees to provide the PG&E Contractor with the Customer's Right of Entry (ROE) form, attached hereto as exhibit A, to be executed in order to enter the Customer's property. Any modifications to the ROE shall be between the Customer and PG&E's Contractor. PG&E Shall not be bound by the ROE's terms and conditions.
11. The Parties acknowledge and agree that PG&E is only providing the State with money in the form of a rebate or incentive payment. The Customer has independently hired contractors ("State Contractors") to perform the work on behalf of the Customer to qualify for the incentive or rebate payment. The Customer acknowledges and agrees that the State Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to State Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the rebate or incentive, and the Customer shall indemnify PG&E for any claims made by the State Contractors against PG&E.
12. Energy savings for which incentives are paid cannot exceed the actual usage provided by PG&E. Non-utility supply, such as cogeneration or deliveries from another commodity supplier, does not qualify as usage from PG&E (with the exception of Direct Access customers or customers paying departing load fees for which the utility collects Public Purpose Program funds or Public Good funds).
13. Funding approved for this Incentive is limited and will be paid on a first-come, first-served basis to qualified customers. Funds will only be reserved upon PG&E's execution of the Agreement. This incentive offer is subject to the availability of authorized funds.

14. Installation of any energy-efficient equipment required for compliance with 2008 Title 24 will not qualify for incentives. Energy efficiency improvements beyond 2008 Title 24 requirements or a generally accepted industry standard, where applicable, may be eligible for incentives.
15. Specific restrictions may apply to each energy efficiency system, as outlined in the instructions and attached project forms.
16. To be eligible for incentives, I agree that I will not apply for or receive incentives offered by local or state entities or other utilities for measures covered under this Agreement, that are funded by the Public Purpose Program (PPP) funds, the California Energy Commission (CEC) funds or the Public Goods (PGC) funds distributed by the CPUC.
17. I understand the following Tax Liability provisions: PG&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.
18. I understand once an acknowledgement receipt is issued for this Application under a Customized Energy Efficiency Program, the Application will be processed under that Program. If the Application is withdrawn at any time in the process, I may only resubmit an Application for the same project in the same program, under specific circumstances approved by the Program Manager.
19. If Section 2 is filled out, as the customer, I am authorizing this payment of my incentive to the other entity named in Section 2 and I understand that I will not be receiving the incentive check from PG&E. I also understand that my release of the payment to the third party does not exempt me from the requirements outlined in the Application package.
20. For Customized Retrofit only: If Section "Project Sponsor Info" on the Customized Retrofit form is NOT filled out, I am self-sponsoring this project and intend to enter into a Customized Retrofit Agreement with PG&E for delivery of energy and/or demand savings resulting from the installation of energy efficiency measures at the project site listed. I assume the role and responsibilities of the Project Sponsor.
- I understand:**
- Authority:** I have obtained the permission of the legal owner of the Project Site to install the measures.
- Incentives:** (1) To be eligible for incentives, a project application must be submitted and PG&E must inspect and approve the project prior to the removal of the existing equipment/systems and the installation of the measures; (2) the energy savings, incentives and installed costs are estimates only. (3) PG&E finalizes the incentive amounts after completing the project approval process. The actual incentive amount may therefore vary from the submitted amount.
21. For Customized Retrofit only: If Section "Project Sponsor Info" on the Customized Retrofit form is filled out, I have entered into a contract with the Project Sponsor indicated for the installation of energy efficiency measures at the project site listed. Upon project approval, the Project Sponsor will enter into a Customized Retrofit Agreement with PG&E for delivery of energy and/or demand savings resulting from the installation of these measures at the project site. All contracts and correspondence will be sent directly to the Project Sponsor specified.
- I understand:**
- Authority:** I have authority to contract, on behalf of the legal owner of the Project Site, for installation of the energy efficiency measures.
- Project Sponsor:** (1) PG&E makes no warranty or representation about the Project Sponsor's qualifications, and I am solely responsible for selecting the Project Sponsor to implement the project; (2) the Project Sponsor is an independent contractor and is not authorized to make any representations on behalf of PG&E; (3) PG&E will have no role in resolving any disputes between me, the Project Sponsor, and/or any other third parties.
- Incentives:** (1) To be eligible for incentives, a project application must be submitted and PG&E must inspect and approve the project prior to the removal of the existing equipment/systems and the installation of the measures; (2) the energy savings, incentives and installed costs are estimates only. (3) PG&E finalizes the incentive amounts after completing the project approval process. The actual incentive amount may therefore vary from the submitted amount.

