



Pacific Gas and Electric Company
Customized Incentive Program

2010 SBD-DT Form
Savings By Design-Design Team

DESIGN TEAM LEADER INFORMATION

Design Firm Name	Name of PG&E Local Gov't/Statewide Partnership, if applicable		
Mailing Address	City	State	Zip
Contact Name	Title		
Contact Telephone Number	Contact Fax Number	Contact E-Mail Address	
Facility Description/Type	Years since built or last major renovation	Total Sq. Ft. of Facility	
Tax Identification Type (Select ONLY One)		Tax Status (Select ONLY One)	
<input type="checkbox"/> Employer ID Number (EIN)	<input type="checkbox"/> SSN _____	<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual
<input type="checkbox"/> Federal Tax ID	<small>Tax Identification Number</small>	<input type="checkbox"/> Non-Corp	<input type="checkbox"/> Exempt

Tax Liability: PG&E will report incentives greater than \$600 as income to you on IRS form 1099 unless you have marked the "Corporation" or "Exempt" tax status box above. You are urged to consult a tax adviser concerning the taxability of incentives. PG&E is not responsible for any taxes that may be imposed due to incentive payments.

PROJECT INFORMATION

Project Name	Owner Name		
Address/Location	City	State	Zip
Est. Gross Sq. Ft.	Est. Conditioned Sq.Ft.	Phase Of Design	Est. Construction Completion Date

ENERGY EFFICIENCY ENHANCEMENTS TO BE INVESTIGATED: (DESCRIBE)

All energy consuming systems to be investigated and integrated

ENVELOPE:	LIGHTING:	HVAC:	OTHER:
<input type="checkbox"/> Materials	<input type="checkbox"/> Electronic Ballasts	<input type="checkbox"/> Central Plant Options	<input type="checkbox"/> Refrigeration
<input type="checkbox"/> Insulation Levels	<input type="checkbox"/> Occupancy Sensors	<input type="checkbox"/> Evaporative Cooling	<input type="checkbox"/> Process Loads
<input type="checkbox"/> Glazing Options	<input type="checkbox"/> Task/Ambient Design	<input type="checkbox"/> Variable Speed Drives	<input type="checkbox"/> Ventilation Controls
<input type="checkbox"/> Daylighting Options	<input type="checkbox"/> High Efficiency Sources	<input type="checkbox"/> High Efficiency Equipment	<input type="checkbox"/> Energy Management
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

PAYMENT (PARTY RECEIVING INCENTIVE OTHER THAN DESIGN TEAM LEADER)

Check here and complete the following section ONLY if payment is going to someone other than the Design Team Leader as indicated above. CHECK SHOULD BE MADE PAYABLE TO:

Payee: Customer/Business Name	Telephone Number		
Mailing Address	City	State	Zip
Tax Identification Type (Select ONLY One)		Tax Status (Select ONLY One)	
<input type="checkbox"/> Employer ID Number (EIN)	<input type="checkbox"/> SSN _____	<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual
<input type="checkbox"/> Federal Tax ID	<small>Tax Identification Number</small>	<input type="checkbox"/> Non-Corp	<input type="checkbox"/> Exempt

PAYMENT RELEASE AUTHORIZATION:
I am authorizing this payment of my incentive to the third party named above 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 program requirements outlined in the Application package.

Design Team Leader Authorization (Please Print)	Signature	Date
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INTEREST IN PARTICIPATION

As the Design Team leader of the specified project, I wish to participate in the Design Team Incentive element of PG&E's Customized Energy Efficiency/Demand Response Incentive. I understand that before I can participate the team will be required to sign the Design Team Consent on the reverse side of this form. I further agree to provide all documentation as required by the guidelines and agree to all other requirements as set forth in the 2010 Customized New Construction Participant Handbook.

Firm Name	Design Team Leader	Signature	Date
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FOR PG&E USE ONLY: Project No. _____ Application No. _____

CUSTOMIZED NEW CONSTRUCTION DESIGN TEAM (SBD-DT) FORM

DESIGN TEAM MEMBERS CONSENT

By signature(s) below, the Design Team Members consent to the Design Team Leader on the reverse of this form. It is understood and agreed that any incentive paid will be paid to the Design Team Leader and that Pacific Gas and Electric (PG&E) Company bears no responsibility for the apportionment of the incentive payment. Further, Design Team Members also agree NOT to represent to any third party that PG&E's review of the energy efficiency measures (EEMs) or analysis of the energy efficiency of any aspect of the building project or design is in any way a representation by PG&E as to the economic or technical feasibility, operational capability, or reliability of such building design or EEMs.

Team Member	Role	
Firm Name	Telephone Number	Fax Number
Address	City /State	Zip
Signature	Date	E-mail

Team Member	Role	
Firm Name	Telephone Number	Fax Number
Address	City /State	Zip
Signature	Date	E-mail

Team Member	Role	
Firm Name	Telephone Number	Fax Number
Address	City /State	Zip
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Team Member	Role	
Firm Name	Telephone Number	Fax Number
Address	City /State	Zip
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Pacific Gas and Electric Company
 Customized Incentive Program
2010 Program Application
 Energy Efficiency - Demand Response

SECTION 1 CUSTOMER CONTACT INFORMATION

PG&E Customer Name _____

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

Non-Corp

Individual

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 _____

SEE TERMS AND CONDITIONS ON THE FOLLOWING PAGES

FOR UTILITY USE ONLY

_____|_____|_____|_____|
 TM PM ID

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

_____|_____|_____|_____|
 SS Rep ID

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

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

_____|_____|_____|_____|_____|_____|_____|_____|
 Service Code

_____|_____|_____|_____|_____|_____|_____|_____|
 Date Received

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. If the Agreement is terminated for any reason, Pacific Gas and Electric Company (PG&E) shall not be liable to the Customer for damages or compensation of any kind.
5. PG&E reserves the right to determine eligibility for the Incentive.
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. CUSTOMER AGREES TO INDEMNIFY PG&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.
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 or assigns and the CPUC and/or its agents or assigns.
11. I agree to release PG&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 PG&E, customer, or any third party; (2) injury to property or other interests of PG&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 PG&E, its officers, managers, or employees.
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 PPP or PGC charges).
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.
17. PG&E may suspend or terminate the Agreement, without cause, upon written notice to me.
18. 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.
19. 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.
20. 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.
21. 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 Pacific Gas and Electric Company (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.
22. 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.

