



**2010-2012 STATE OF CALIFORNIA  
SAVINGS BY DESIGN OWNER AGREEMENT – SYSTEMS PARTNERSHIPS**

**Owner Information**

*For Program Administration use only*  
AGREEMENT NUMBER: \_\_\_\_\_

OWNER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CONTACT NAME \_\_\_\_\_ TITLE \_\_\_\_\_

PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_ E-MAIL \_\_\_\_\_

FEDERAL TAX ID OR SOCIAL SECURITY NUMBER \_\_\_\_\_ TAX STATUS:  Corp.  Non-Corp.  Exempt EXEMPT REASON \_\_\_\_\_

**Project Information**

PROJECT NAME/LOCATION \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

BUILDING TYPE \_\_\_\_\_ GROSS SQ. FT. \_\_\_\_\_ CONDITIONED SQ. FT. \_\_\_\_\_ NAICS CODE \_\_\_\_\_ EST. COMPLETION DATE \_\_\_\_\_

ENERGY CALCULATION METHOD:  Systems Approach

ATTACHED DOCUMENTATION:  NCcalc Report  SimCalc  Engineering Calcs

PROJECT TYPE:  New Construction  Renovation/Remodel

**Proposed Design and Incentive Estimate**

CODE	DESCRIPTION	kW	kWh	Therms	\$ AMOUNT
	<b>Systems Incentive</b>				
201	Daylighting Systems				
203	Interior Lighting Systems				
204	HVAC Systems				
206	Supermarket Refrigeration Systems				
207	Service Hot Water				
209	Other Systems				
	Partnership (\$.10 per kWh)				
	<i>TOTALS</i>				

**X** \_\_\_\_\_ Date \_\_\_\_\_

SDG&E Reviewer/Authorized Signature

Estimated Incentive:  
\$ \_\_\_\_\_

## **TERMS AND CONDITIONS:**

This Agreement is entered into by San Diego Gas & Electric (hereafter referred to as “SDG&E”) and the Owner (as indicated herein). This Agreement is a one-time offer to provide design assistance and a financial incentive to the Owner for participation in the Savings By Design Program (“Program”) pursuant to the terms and conditions outlined herein and in the Savings By Design Program Documents (“Program Documents”). The Program Documents are incorporated into this Agreement by reference and include the 1) Savings By Design brochure, and the 2) 2010-2012 Savings By Design Participant Handbook, which have been provided to the Owner. Funding approved for this Program is limited and will be paid on a first-come, first-served basis to qualified applicants.

**Funds will only be reserved upon SDG&E’s execution of this Agreement.** This incentive offer is subject to the availability of authorized funds. This Agreement is valid for forty-eight (48) months from the date SDG&E executes this Agreement. SDG&E will deliver an executed copy of this Agreement to the Owner after acceptance and execution by SDG&E. SDG&E reserves the right to modify or cancel the incentive offer if the actual system(s) installed differs from the proposed installation. SDG&E reserves the right to modify or discontinue this Program without prior notice at its discretion, or by order of the CPUC. Payment of the incentives shall be made to the Owner only after all program requirements are met and upon verification of installation by an SDG&E Savings By Design Program Representative.

## **ELIGIBILITY:**

- To be eligible for incentives under this Program, Owner’s project must be nonresidential new construction or renovation/remodel located within SDG&E’s service territory.
- Owner must install the energy-efficient equipment or system(s) specified in the “Proposed Design and Incentive Estimate” section of this agreement (the “Proposed Design”) which at minimum exceeds Title 24 standards or a generally-accepted industry standard for energy efficiency.
- Installation of any energy-efficient equipment required for compliance with Title 24 will not qualify for incentives under this Program.
- Energy savings, and incentives based on those savings, will be based on energy efficiency improvements beyond the minimum, currently in effect, Title 24 requirements, where applicable.
- Specific restrictions apply to each energy efficiency system, as outlined in the Program Documents.
- To be eligible for incentives under this Program, Owner agrees that they will not apply for or receive incentives offered by local or state entities or other utilities for measures covered under this Agreement.

## **OWNER AGREES TO:**

- Install and operate the Proposed Design in accordance with applicable laws, safety standards, and existing governmental regulations or orders.
- Provide SDG&E with Title 24 compliance documentation plus any other documentation needed to establish the performance of systems selected. Owner agrees to provide SDG&E with all documentation necessary for verification of installation and performance of energy efficient systems qualifying for incentives.
- Provide manufacturer’s specification sheets to SDG&E prior to the payment of the incentive. Also, upon request, Owner agrees to submit vendor and/or contractor invoice(s) to verify that incentive payments will not exceed 75 percent of the incremental costs associated with the purchase/installation of the energy efficient technologies.
- Accept as final authority, SDG&E’s determination of the incentive amount.
- Allow Utility and/or its agents, assigns, contractors, or subcontractors (“SDG&E Contractors”) and the CPUC and /or its representatives reasonable access to Owner’s project site to inspect and verify installation and operation. In the event an SDG&E contractor is coming onto the Project site, SDG&E agrees to provide the SDG&E Contractor with the Owner’s Right of Entry (ROE) form, attached hereto as Exhibit A, to be executed in order to enter Owner’s property. Any modifications to the ROE shall be between Owner and SDG&E’s Contractor. SDG&E shall not be bound by the ROE’s terms and conditions. Owner understands that said inspection and verification is not an electrical safety inspection.
- Participate in measurement and evaluation study, if selected. These studies are used to analyze current program performance and improve future program designs. Owner agrees to fully cooperate with the study team if asked to participate.
- The Parties acknowledge and agree that SDG&E is only providing the Owner with money in the form of a rebate or incentive payment. The Owner has independently hired contractors (“State Contractors”) to perform the work on behalf of the Owner to qualify for the incentive or rebate payment. The Owner acknowledges and agrees that the State Contractors are not third party beneficiaries to this Agreement. To the extent authorized by law and subject to appropriation of the Legislature, the Owner agrees that it will look only to State Contractors for any claims related to the installed equipment or its performance and that SDG&E shall

have no responsibility or liability, except for the payment of the rebate or incentive, and the Owner shall indemnify SDG&E for any claims made by the State Contractors against SDG&E.

- Furthermore, Owner understands that SDG&E makes no representations and warranties as to proper installation, product endorsement, technical feasibility, operational capability, and/or reliability of equipment for which incentives are paid. Owner agrees not to make any such representations and warranties to third parties. Owner further acknowledges that any incentive paid is funded through Public Goods Charges from California ratepayers and that said incentives are intended for the benefit of customers of California utilities.
- Owner consents to SDG&E’s assignment of all Utility rights, duties, and obligations under this Agreement (“Duties”) to the CPUC or its designee. Such assignment shall relieve SDG&E of all Duties arising under this Agreement. Other than such assignment by SDG&E, neither Party shall assign its right or delegate its duties without the prior written consent of the other Party, except in connection with the sale or merger of a substantial portion of its properties. Consent to assignment shall not be unreasonably withheld. If an assignment is requested, the Owner may be required to provide additional information if requested by SDG&E.
- Owner agrees that Utility will receive the energy benefit for which the Owner incentive is paid, for a period of not less than five years or the rated life of the equipment if that is less than five years. Owner agrees that if 1) Owner does not provide Utility with 100 percent of the related benefits specified in the application, for a period of five years from the receipt of the incentive, or 2) the energy benefit to Utility ceases (for example, if Owner’s company stops using the equipment or no longer pays the Public Goods Charge (PGC), Owner will return to Utility the prorated portion of the Owner Incentive dollars based on the actual period of time for which Owner provided the energy benefit.

**TAX LIABILITY:**

Incentives may be taxable and will be reported by SDG&E to the IRS unless Owner qualifies under an exempt status. SDG&E will report the incentive as income to Owner on IRS Form 1099 unless Owner has established that they qualify for an exempt tax status as indicated on this Agreement. Owner is urged to consult a tax advisor concerning the taxability of incentives. SDG&E is not responsible for any taxes that may be imposed due to incentive payments.

SDG&E MAKES NO WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES REGARDING THE DESIGN, CONSTRUCTION, EQUIPMENT, OR INSTALLATIONS REFERRED TO HEREIN, OR THE BENEFITS TO BE DERIVED FROM THE INSTALLATION, OPERATION, AND USE OF SUCH EQUIPMENT, OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR APPLICATION. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF SDG&E HAS AUTHORITY TO BIND SDG&E TO ANY AFFIRMATION, REPRESENTATION, OR WARRANTY UNLESS EXPRESSLY MADE AND AGREED TO IN WRITING BY SDG&E.

By execution of this Agreement, Owner certifies that Owner meets all the program eligibility requirements and that the information supplied on this Agreement is true and correct. Owner certifies that Owner has read and understands the Program Documents and agrees to abide by Program rules and requirements set forth in the Program Documents. To be valid, this Agreement must be signed by all parties prior to December 31, 2012.

In witness whereof, the parties have executed this Agreement as of the date last set forth below.

**SAN DIEGO GAS & ELECTRIC**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
OWNER’S REPRESENTATIVE (PRINT NAME FROM ABOVE)

**MARSHALL FOX**  
\_\_\_\_\_  
SDG&E REPRESENTATIVE (PRINT NAME FROM ABOVE)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**NEW CONSTRUCTION MGR**  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**STATE OF CALIFORNIA PARTNERSHIP PROGRAM AMENDMENT TO THE SAVINGS BY DESIGN OWNER AGREEMENT**

**PROJECT NAME:**

THIS AMENDMENT (the "Amendment") TO JOINTLY DELIVER THE 2010-2012 SAVINGS BY DESIGN PROGRAM is effective January 1, 2010 2010 ("Effective Date") by and among Savings By Design Program and the State of California ("State") Statewide Partnership Programs for San Diego Gas and Electric Company.

Final incentive payments are subject to successful completion of all program requirements. Except for the changes herein, all other provisions in the Agreement remain in full force and effect.

***Proposed Design and Incentive Estimate***

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Estimated Incentive: \$
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