



MULTIFAMILY INCENTIVE APPLICATION & PROGRAM PARTICIPATION AGREEMENT

Multifamily Plus Program

Contractor must submit this **Incentive Application & Program Participation Agreement** along with required **Worksheets** and obtain pre-approval from SF Energy Watch **before** commencing installation of energy efficiency measures. After receiving approval from SF Energy Watch, proceed with installation then submit the completed **Installation Verification Form**.

*Date Application Submitted	
*Projected Installation Date	

APPLICATION NUMBER <i>For Admin Use Only</i>	
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Must complete all * boxes to submit application.

PROJECT SITE INFORMATION

*Site Business or Building Name (at which measures are being installed)			
*Site Address			SF Zip Code
Decision Maker Name	Decision Maker Phone	Decision Maker Email	
*Site Contact Name	*Site Contact Phone	Site Contact Fax	*Site Contact Email
Contact Language (if not English)	Notes		

PG&E ACCOUNT INFORMATION – All info from PG&E bill

*Customer Name	*Customer Address		
*PG&E Account Number			
*Electric Service ID # – If Elec. Project	*Service Address (above Electric Account Detail)	*Rate Schedule	
*Gas Service ID # – If Gas Project	*Service Address (above Gas Account Detail)	*Rate Schedule	

CONTRACTOR INFORMATION

*Company Name		*Contact Name	
*Office Telephone	*Cell Phone	*Email	
*Make Incentive Payable To *	*Incentive Mailing Address	Notes (Attention To, etc.)	

* If different than Contractor, attach an Incentive Redirection Agreement

* **PROJECT TYPE** – Please check ALL that apply and attach appropriate WORKSHEET(S)

<input type="checkbox"/> MULTIFAMILY LIGHTING WORKSHEET	<input type="checkbox"/> MULTIFAMILY HVAC WORKSHEET	* TOTAL INCENTIVE REQUESTED* \$
		Sum of all Attached Worksheets

*Sum each total from the Worksheets. Due to differences in rounding, the incentive calculated on this application may differ slightly from the final incentive paid. You will be informed of any such changes once your application has been processed.

Please call **866-540-SFEW (7339)** for questions regarding completion of this Incentive Application.

GENERAL TERMS AND CONDITIONS

As used throughout this document, the term "Party" means SF (San Francisco) Energy Watch and Customer, collectively the "Parties."

1. **Funding:** SF Energy Watch 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.
2. **Incidental and Consequential Damages:** BOTH PARTIES AGREE NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
3. **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.
4. **Customers with self-generation capabilities:** If Customer has existing onsite cogeneration or self-generation, Implementer 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.
5. **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.
6. **If a 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.
7. **Access:** Customer will allow, if requested, a representative from PG&E, the California Public Utilities Commission (CPUC), Implementer, or any authorized subcontractor reasonable access to Facility to verify the installed product.
8. **Compliance with Laws:** SF Energy Watch 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.
9. **Advertising:** SF Energy Watch 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 SF Energy Watch for published Project reports, advertising, sales promotion, or other publicity without SF Energy Watch's written approval.
10. **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 with CPUC Public Purpose Program Charge funds. Customer understands this prohibition applies three years prior to and three years after 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.
13. **Taxability of Incentives:** The value of incentives and direct installations is taxable. SF Energy Watch will report incentives and direct installations greater than \$600 to the IRS on Form 1099, unless you are exempt. Please consult your tax advisor concerning the taxability of incentives. Customer, not SF Energy Watch, is responsible for any taxes imposed as a result of your receipt of incentives from this Program.
14. **Feasibility:** PG&E's and/or its consultant's review of the design, construction, operation or maintenance of the Project, Energy Efficiency Measures, does not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the Project Measures. Contractor is solely responsible for the economic and technical feasibility, operational capability, and reliability of SF Energy Watch Project and Measures.
15. **Savings:** Contractor is implementing the Project on Customer's behalf. Customer understands and agrees Contractor is solely responsible for ensuring Project savings are calculated using the appropriate baseline and the Project is installed according to Customer's specifications and is delivering the estimated savings. Customer understands incentives will be paid only for energy savings that exceed California Title 20 and Title 24 standards, or industry standards in the absence of applicable local, state, or federal standards.

REQUIREMENTS

1. Contractor must be enrolled in the SF Energy Watch Multifamily and Commercial Plus Programs as a Participating Contractor.
2. Contractor must be licensed and must follow applicable permitting requirements for this installation, as appropriate.
3. Contractor must provide an original signed Incentive Application Form, and a Site Access Agreement signed by the customer allowing access for pre- and post-installation verification by SF Energy Watch.
4. Eligible equipment must be: (1) new (not used or rebuilt); (2) purchased by the customer (not leased); (3) compliant with SF Energy Watch equipment specifications; and (4) installed in a multifamily housing facility receiving electric and/or natural gas service from Pacific Gas & Electric Company, located within the City and County of San Francisco.
5. New products ordered, purchased, and installed prior to 1/1/2013 or after 12/15/2014 do not qualify for an incentive. Resale products, products leased, rebuilt, rented, received from warranty or insurance claims, exchanged, won as a prize, or new parts installed in existing products do not qualify.
6. Contractor and customer must agree to quality assurance site visits made by SF Energy Watch to confirm that the installation is complete and that installed equipment meets required specifications.
7. Contractor and customer have not received incentives from any other energy efficiency program for the installed equipment.
8. Incentive payments for the project may not exceed the cap of 100% of project cost.
9. Only projects completed after December 31, 2012 and through December 15, 2014 are eligible for incentives.
10. Incentive funds are limited and subject to change without notice. Completed Installation Verification Form along with itemized invoices for all equipment must be submitted within 30 days of project completion.
11. SF Energy Watch reserves the right to publicize contractor's participation in the Multifamily and Commercial Plus Programs unless contractor specifically requests otherwise.

CONTRACTOR SIGNATURE

I certify that the information listed in this application is correct and that the stated energy efficiency measure(s) will be installed at the site listed above as part of the SF Energy Watch Multifamily and Commercial Plus Programs.

By the signature below I accept the terms above and certify that I have not accepted any financial incentives (i.e., incentives offered by Pacific Gas & Electric or any other energy-efficiency program towards work that is covered by this application) from a source other than SF Energy Watch for the measures in this project.

<i>Company representative (print)</i>	<i>Signature</i>	<i>Date</i>

CUSTOMER SIGNATURE

I certify that the information listed in this application is correct and that the contractor listed above will install the stated energy efficiency measure(s) will be installed at the site listed above as part of the SF Energy Watch Multifamily and Commercial Plus Programs.

By the signature below I accept the terms above and certify that I have not accepted or reserved any financial incentives (i.e., incentives offered by Pacific Gas & Electric or any other energy-efficiency program towards work that is covered by this application) from a source other than SF Energy Watch, or from a separate SFEW application, for the measures in this project.

<i>Company representative (print)</i>	<i>Signature</i>	<i>Date</i>

MAKE SURE YOUR COMPLETE APPLICATION INCLUDES:

- This form, filled out completely and accurately
- Applicable Incentive Worksheets
- Completed Site Access Agreement
- All required signatures

PLEASE SEND COMPLETED APPLICATION TO:

Rahul Young
ICF International
620 Folsom St, Suite 200
San Francisco, CA 94107
Fax: (415) 677-7177
Email: sfenergywatch@icfi.com

Please call **866-540-SFEW (7339)** for questions regarding completion of this Incentive Application.