



2005 STANDARD PERFORMANCE CONTRACT
SUMMER INITIATIVE

APPLICATION AGREEMENT

Eligibility: All non-residential customers are eligible for the Summer Initiative incentive program which pays \$0.05 per kWh and \$750 per peak kW reduced for eligible hardwired lighting replacements.

Instructions: Please complete this entire agreement and sign both the customer acknowledgment and the terms and conditions agreement. Please attach a lighting table that clearly outlines the existing and proposed equipment. (A sample table is attached to this form.)

Submit to: Summer Initiative Administrator 2131 Walnut Grove 3rd Floor, B7 Rosemead, CA 91770 Fax: 626-302-3185

APPLICATION INFORMATION

Project Name: _____

Administrator use: Received: _____

Date: _____ SCE Service Account # _____

App. Number: SI05- _____

Rate Schedule: _____

Account Representative: _____

UTILITY CUSTOMER INFORMATION

Complete Customer Information for each customer participating in the project.

COMPANY NAME _____

CORP. PARENT NAME (if applicable) _____

ADDRESS _____

CITY/STATE _____ ZIP CODE _____

CONTACT NAME _____

E-MAIL ADDRESS _____

TITLE _____

() _____ () _____
TELEPHONE NO. FAX NO.

COMPANY/CORP. FEDERAL TAX ID _____

TAX STATUS: Corp. Non-Corp. Exempt

PROJECT SPONSOR INFORMATION

The project sponsor may be another company or contractor acting on behalf of the customer. A customer may also choose to self-sponsor.

COMPANY NAME _____

CORP. PARENT NAME (if applicable) _____

ADDRESS _____

CITY/STATE _____ ZIP CODE _____

CONTACT NAME _____

E-MAIL ADDRESS _____

TITLE _____

() _____ () _____
TELEPHONE NO. FAX NO.

COMPANY/CORP. FEDERAL TAX ID _____

TAX STATUS: Corp. Non-Corp. Exempt

SITE INFORMATION

Please enter information for each site. Attach an additional sheet if necessary.

SITE NAME _____

SITE I.D. # (if applicable) _____

SITE ADDRESS _____

CITY/STATE _____ ZIP CODE _____

SITE CONTACT NAME _____ CONTACT PHONE # _____

ELECTRIC ACCOUNT(S) # _____

CUSTOMER ACKNOWLEDGEMENTS

I hereby acknowledge the following (check one of the following two options and fill in the blanks):

___ I have entered into an agreement with _____ [Project Sponsor] for the installation of Energy Efficiency Measures ("Project") at the Project Site located at the above address. With its signature below, the Project Sponsor will enter into an agreement ("Standard Performance Contract") with Southern California Edison [SCE] for delivery of energy and/or demand savings resulting from the installation of these Measures at the Project Site. All incentives are paid directly to the Project Sponsor unless otherwise indicated.

___ I am self-sponsoring this project and with my signature below, as Project Sponsor, will enter into an agreement ("Standard Performance Contract") with _____ Southern California Edison [SCE] for delivery of energy and/or demand savings resulting from the installation of Energy Efficiency Measures ("Project") at the Project Site listed above. I assume the responsibilities of the Project Sponsor.

Customer Agreements

I agree to the following terms and conditions required for participation in the Standard Performance Contract Program:

- A. I understand that SCE has made no warranty or representation regarding the qualifications of the Project Sponsor, and that I am solely responsible for the selection of the Project Sponsor to implement the Project. I understand that the Project Sponsor is an independent contractor and is not authorized to make any representations on behalf of SCE.
- B. I understand the Program requires inspections and measurements of the performance of the Measures. Therefore, I agree to provide access to the Project Site for these purposes to the Project Sponsor, and SCE, and/or its agents or assigns during the term of the Standard Performance Contract related to the Project.
- C. I agree that SCE will have no role in resolving any disputes between me and the Project Sponsor.
- D. I have authority to contract, on behalf of the legal owners of the Project Site, for installation of the Measures, or I have obtained the permission of the legal owner of the Project Site to install the Energy Efficiency Measures under my contract with the Project Sponsor.
- E. Customer agrees to release SCE, 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 SCE, Customer, or Project Sponsor; (2) injury to property or other interests of SCE, Customer, Project Sponsor, 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 Project Sponsor's performance of or failure to perform the Project, however caused, regardless of any strict liability or negligence of SCE, its officers, managers, or employees.

Estimated Measure Savings Parameters

I understand that the Project Sponsor will receive the Energy Savings Incentive in accordance with the terms and conditions of the Standard Performance Contract 2005 Summer Initiative. I understand that the following energy savings, incentives, and installed costs are estimates only. Unless otherwise specified, I understand that the Project Sponsor signs the SPC contract and will receive the incentive payment.

Estimated Energy Savings:

Summer Initiative Program		SPC Standard Program	
Lighting Electric	_____ kWh	Controls Energy (excluding OS controls)	_____ kWh
Peak Demand Reduction	_____ kW	Project Costs	\$ _____
Project Costs	\$ _____	Occupancy Sensor Controls Incentive	\$ _____
		Other Controls Incentive	\$ _____
Summer Peak Lighting Total Incentive	\$ _____	SPC Total Incentive	\$ _____

Customer Signature

Executed on the _____ day of _____, 2005, at _____

Signature Name (please print) Title Date

Project Sponsor Signature

Executed on the _____ day of _____, 2005, at _____

Signature Name (please print) Title Date

Summer Lighting Incentive Program Application - Savings Summary

Energy Efficiency Measure Information

Provide brief description of each measure and site. The information shown on this worksheet is summarized from the detailed Lighting Tables worksheet.

Calculated Measures			Lighting Retrofit Measure Cost (\$)	Other Controls Measure Cost (\$)	Occ. Sensor/ Screw-in CFL Measure Cost (\$)
#	Site Name	Description of the Proposed Measure			
1					
2					
3					
4					
5					
Total Costs					

Energy/On-Peak Demand Savings and Incentive Summary

Enter the energy savings and demand reduction parameters for Calculated Saving Measures below from the lighting table calculation sheets.

Incentives Rates
Lighting Energy \$0.05 /kWh
Peak Lighting \$750.00 /kW

Attach Lighting Table or application will be rejected

		<i>Lighting Energy</i>		<i>On-Peak Demand Reduction</i>			<i>Lighting Incentive</i>	
Site / Meas	Lighting Energy Savings (kWh)	Energy Incent. (\$)	Net Lighting Energy Incentive (\$)	On-Peak Demand Reduction (kW)	Energy Incent. (\$)	Peak Energy Incentive (\$)	Measure Cost Incentive Adjustment (\$)	Incentive, Measure Cost Adjusted (\$)
1		\$0.05			\$750			
2		\$0.05			\$750			
3		\$0.05			\$750			
4		\$0.05			\$750			
5		\$0.05			\$750			
	kWh				kW			
*Controls Energy (excluding Occupancy Sensors)				*Itemized (Occ. Sensors and Screw-in CFL's)				
Site / Meas	Controls Energy Savings	Energy Incent. (\$)	Controls Measure Cost Incent. Adjust. (\$)	Incentive, Measure Cost Adjusted (\$)	QTY	Net Incentive (\$)	Measure Cost (\$)	Final Incentive (\$)
1		\$0.05						
2		\$0.05						
3		\$0.05						
4		\$0.05						
5		\$0.05						
	kWh		Controls Incentive			Itemized Incentive		
Total Incentive								

* Lighting Controls and Screw-in Compact Fluorescent measures will be paid under the traditional Express Efficiency or SPC program and are not eligible for the peak lighting incentive.

2005 SUMMER LIGHTING INCENTIVE PROGRAM LIGHTING EQUIPMENT SURVEY TABLE - APPLICATION

Make additional copies as necessary

For Administrator Use Only	
Project # _____	
Administrator Receipt Date: _____	

GENERAL INFORMATION			Existing Lighting Equipment						Proposed Lighting Equipment								Costs		SAVINGS				
Line Item	Area Description/ Location	Usage Group	Exist. Fixt. Count	Exist. Fixture Code	Exist. kW / Fixt.	Exist. Oper. Hours	Exist. kW / Space	Exist. kWh	Prop. Fixt. Count	Prop. Code	Prop. kW / Fixt.	Prop. Oper. Hours	Prop. kW / Space	Prop. kWh	Prop. Control Type	Prop. Occ. Sens. Count	Occ. Sens. Type	Lighting Costs \$	Controls Costs \$	kW Saved	Efficiency kWh Saved	Controls kWh Saved	
1																							
2																							
3																							
4																							
5																							
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20																							

DESCRIPTION OF TABLE INPUTS

Area Description/Location - Description of the physical location in which lighting equipment is found
Usage Group - A user-defined grouping of lighting fixtures that follow the same usage pattern. (i.e. hours of operation)
Area Description - An indication of the general use of the space where the lighting is located (e.g. warehouse, office, hallway, etc.)
Exist. Fixt. Count - Number of existing fixtures described in line item pre-retrofit
Exist. Fixture Code - The SPC Fixture Code for the existing equipment (Table of Standard Fixture Wattages)
Exist. kW/Fixture - Allowable energy value for the existing equipment (Table of Standard Fixture Wattages)
Exist. kW/Space -Total demand energy of the line item pre-retrofit [Exist. kW/Fixt * Exist. Count]
Exist. Oper. Hours - Annual operating hours of the fixtures prior to installation of the retrofit lighting equipment
Exist. kWh - Total energy usage of the line item pre-retrofit [Exist. kW/Space * Exist. Oper. Hours]
Prop. Fixt. Count - Number of proposed fixtures described in line item post-retrofit
Prop. Fixture Code - The SPC Fixture Code for the proposed equipment (Table of Standard Fixture Wattages)
Prop. kW/Fixture - Allowable energy value for the proposed equipment (Table of Standard Fixture Wattages)

Prop. kW/Space -Total demand energy of the line item post-retrofit [Prop. kW/Fixt * Prop. Count]
Prop. Oper. Hours - Annual operating hours of the fixtures after installation of the retrofit lighting equipment
Prop. kWh - Total energy usage of the line item post-retrofit [Prop. kW/Space * Prop. Oper. Hours]
Prop. Control Type - Post-installation control device for the line item (None, Occ. Sens., EMS, Timer, or Photo)
Prop. Occ. Sens. Count - Number of proposed occupancy sensors described in line item post-retrofit
Occ. Sens. Type - Indicate the occupancy sensor type (Wallbox, Wall/Ceiling, or High Bay)
Lighting Costs - Indicate total capital costs for the lighting retrofit portion of this line item
Controls Costs - Indicate total capital costs for the lighting controls portion of this line item
kW Saved - Demand savings for this line item [Exist. kW/Space - Prop. kW/Space]
Efficiency kWh Saved - Annual energy saved by the lighting efficiency retrofit [kW Saved * Exist. Oper. Hours]
Controls kWh Saved - Annual energy saved by the lighting controls retrofit [(Exist. Oper. Hours - Prop. Oper. Hours) * Prop. kW/Space]

Instructions: The Standard Performance Contract 2005 Summer Initiative Terms and Conditions should be executed by the project sponsor or by the customer if serving as "self-sponsor."

STANDARD PERFORMANCE CONTRACT 2005 SUMMER INITIATIVE TERMS AND CONDITIONS

This Agreement is entered into by Southern California Edison ("UTILITY") and the Project Sponsor (third party entity or UTILITY Customer if self sponsored), as indicated. UTILITY and Project Sponsor may be individually referred to as a "Party" and collectively as the "Parties."

1.0 PROJECT DESCRIPTION This Agreement is limited to the Standard Performance Contract 2005 Summer Initiative ("Summer Initiative") Project(s) ("Project(s)") described on the Application ("Application") and incorporated by reference into this Agreement. As stated in the Application, UTILITY shall pay _____ (Project Sponsor) incentives in accordance with the terms and conditions of this Agreement.

1.1 Documents Incorporated by Reference The following documents are incorporated by reference and are made part of this Agreement: Project Sponsor's approved Application, UTILITY acceptance letter(s) based on energy saving measures proposed in the Application, and the 2005 Standard Performance Contract Program Procedures Manual ("Program Manual"), Appendix G.

2.0 ELIGIBILITY A. Summer Initiative funding is limited and is available on a first come, first served basis. Funds will be reserved only upon UTILITY approval of the Application. B. Projects must meet the following requirements to be eligible for incentives: (1) Project must be nonresidential and located within UTILITY's service territory. (2) UTILITY Customers must pay the Public Goods Charge (PGC) within UTILITY'S service territory. (3) Projects will be evaluated using the Calculated Approach, and/or Measurement and Verification (M&V). (4) Projects must exceed the Title 24 energy efficiency requirements set by the California Energy Commission applicable at the time this Agreement is signed or current industry standards using UTILITY-approved project baselines if Title 24 standards are not available. (5) Projects must meet all other Summer Initiative requirements. (6) The Project Sponsor and Customer certify that this project has not and will not receive any funds from any other end user energy conservation program funded by the Public Goods Charge fund, the CEC or the CPUC unless the Utility Administrator has advised that one of the limited exceptions to this rule applies.

3.0 SUBMITTAL REQUIREMENTS FOR PAYMENT As a condition of payment, Project Sponsor shall submit to UTILITY the documents described below. Required documents include but are not limited to: 1) Completed, signed Application; 2) Complete engineering calculations to demonstrate energy savings and documentation, if applicable (including archival diskette, if applicable); 3) Schematic drawings and/or manufacturer specification sheets, if applicable; 4) Invoices and/or documentation to support Measure costs at UTILITY'S request; 5) Additional Project-specific documents as requested by UTILITY prior to payment of incentives; and 6) Project Installation Report.

4.0 INSPECTIONS As a condition of payment, Project Sponsor is responsible for ensuring that UTILITY has reasonable access for all inspections, including but not limited to those as described below: 1) Pre-Installation Equipment Inspection to examine the existing/baseline equipment and to check the accuracy of Project Sponsor's equipment survey; and 2) Post-Installation Equipment Inspection to check installed equipment and to verify accuracy of Project Sponsor's equipment survey.

5.0 REVIEW AND DISCLAIMER UTILITY'S AND/OR ITS CONSULTANTS' REVIEW OF THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF THE PROJECT OR ENERGY EFFICIENCY MEASURES (EEMs) SHALL NOT CONSTITUTE ANY REPRESENTATION AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, OR RELIABILITY OF THE PROJECT EEMs, NOR SHALL THE PROJECT SPONSOR, IN ANY WAY, MAKE SUCH A REPRESENTATION TO A THIRD PARTY. PROJECT SPONSOR IS SOLELY RESPONSIBLE FOR THE ECONOMIC AND TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY AND RELIABILITY OF PROJECT SPONSOR'S PROJECT AND EEMs. UTILITY MAKES NO WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

6.0 PAYMENTS Incentive payments will be paid to Project Sponsor only after all Summer Initiative requirements are met by Project Sponsor to UTILITY's satisfaction. Third Party Project Sponsor may designate in writing the Customer as the recipient of the incentive payments. UTILITY retains sole discretion to determine the appropriate baseline values and energy savings calculations used to determine incentive payments. Project Sponsor incentive payments shall only be paid on Projects that exceed Title 24 standards applicable when this Agreement is signed or industry standards in the absence of Title 24 standards. UTILITY reserves the right to modify or cancel the incentive amount if the actual system installed differs from the installation in Project Sponsor's approved Application(s).

6.1 Incentive Payments The total incentive payment shall not exceed the total incentive in the Final Approved Savings Amount. The total incentive payment may be limited by a Customer Site Cap of \$500,000 per site, and/or the Project Cap of 100% of the total measure costs, calculated on a per measure basis. The following incentive rates shall apply for the types of retrofit projects: Lighting, 5 cents/kWh and \$750 per kW reduced.

6.2 UTILITY will make the applicable incentive payment to Project Sponsors only after the appropriate documents have been submitted and approved, and the appropriate inspections of the Project have been satisfactorily completed, in accordance with the rules set forth in the Program Manual.

6.3 All Project(s) must be installed and fully operational by August 31, 2005 to be eligible for incentive payments. UTILITY reserves the right to cease making incentive payments, require the return of incentive payments and/or terminate this Agreement if the project(s) is not installed and fully operational by August 31, 2005

7.0 PAYMENT DISQUALIFICATION A prorated part of the incentives received by Project Sponsor shall be repaid to UTILITY if:

7.1 Customer fails to pay the PGC or DSM surcharge throughout the Term of this Agreement. In this event, the total estimated Energy Savings Incentive shall be prorated and any incentive payment shall be based on the Energy Savings that occur during the payment of the PGC or DSM surcharge.

7.2 UTILITY did not receive the energy benefit for which the 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. Project Sponsor agrees that if 1) Project Sponsor does not provide UTILITY with 100 percent of the related benefits specified in the Application, for a period of five years from the UTILITY approved installation date, or 2) the energy benefit to UTILITY ceases (for example, if UTILITY Customer's company stops using the equipment or no longer pays the PGC), Project Sponsor will return to UTILITY the prorated portion of the Incentive dollars based on the actual period of time for which UTILITY Customer provided the energy benefit.

7.3 Project Sponsor shall repay any payments made by UTILITY within 30 calendar days of notification by UTILITY that repayment is required. UTILITY is entitled to offset against payments owed to Project Sponsor any amount due to UTILITY that remains unpaid 40 calendar days after UTILITY'S written demand for payment.

8.0 TERM AND TERMINATION The Term of this Agreement shall commence on the last date that a Party executes this Agreement and shall terminate on August 31, 2005 unless terminated earlier pursuant to this Agreement.

9.0 ASSIGNMENT Neither party shall assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

10.0 PERMITS AND LICENSES Project Sponsor, at its own expense, shall obtain and maintain and cause its contractors to obtain and maintain licenses and permits required by federal, state, local, or other relevant governing or regulatory bodies to perform its work. Any failure by Project Sponsor or its contractors to maintain necessary licenses and permits constitutes a material breach of Project Sponsor's obligations under this Agreement.

11.0 ADVERTISING, MARKETING AND USE OF UTILITY'S NAME Project Sponsor shall not use UTILITY's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including to solicit customers to participate in the project, without UTILITY's prior written consent. Project Sponsor shall make no representations to its customers on behalf of UTILITY.

12.0 INDEMNIFICATION Project Sponsor shall indemnify, defend and hold harmless, and releases UTILITY, its affiliates, subsidiaries, parent companies, officers, directors, agents and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of UTILITY or Project Sponsor; (ii) injury to property or other interests of UTILITY, Project Sponsor, or any third party; (iii) violation of local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Project Sponsor's performance of, or failure to perform, this Agreement, however caused, regardless of any strict liability or negligence of UTILITY whether active or passive, excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by the sole negligence or willful misconduct of UTILITY, its officers, managers or employees.

12.1 Project Sponsor acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability, or violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.

12.2 Project Sponsor shall, on UTILITY's request, defend any action, claim or suit asserting a claim that may be covered by this indemnity. Project Sponsor shall pay all costs and expenses that may be incurred by UTILITY in enforcing this indemnity, including reasonable attorney's fees.

12.3 If this Agreement is assigned pursuant to Section 9.0, the Project Sponsor agrees that this indemnification shall continue to apply to UTILITY and shall apply to the assignee.

13.0 LIMITATION OF LIABILITY UTILITY shall not be liable for any special, incidental, indirect, or consequential damages, including without limitation, loss of profits or commitments to subcontractors, and any special, incidental, indirect or consequential damages incurred by Project Sponsor or its Customer.

14.0 WRITTEN NOTICE Any written notice, demand or request required or permitted under this Agreement, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by UTILITY.

UTILITY	
Summer Initiative Manager:	<u>Marci Burgdorf</u>
UTILITY	<u>Southern California Edison</u>
Address	<u>2131 Walnut Grove, 3rd Floor B7</u>
City, State, Zip	<u>Rosemead, CA 91770</u>
Fax # (facsimile)	<u>626-302-3185</u>

15.0 CONFLICTS BETWEEN TERMS Should a conflict exist between the main body of this Agreement and the Documents Incorporated by Reference, the main body of this Agreement shall control. Should a conflict exist in the Documents Incorporated by Reference, the Documents shall control in the following order: 1) Program Manual; 2) UTILITY acceptance letter(s) and incentive estimate(s) based on Energy Efficiency Measures (EEMs) as approved in Project Application(s); and 3) Project Sponsor's approved Application(s). Should a conflict exist between an applicable federal, state, or local law, rule, regulation, order or code and this Agreement, the law, rule, regulation, order or code shall control. Varying degrees of stringency among the main body of this Agreement, the Documents Incorporated by Reference, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any conflict or inconsistency concerning this Agreement.

16.0 MISCELLANEOUS This Agreement shall at all times be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement constitutes the entire Agreement and understanding between the Parties as to the subject matter of the Agreement. No amendment, modification or change to this Agreement shall be binding or effective unless expressly set forth in writing and signed by utility's representative authorized to execute the Agreement.

PROJECT SPONSOR

By: _____

Title: _____

Name
Printed: _____

Date: _____

This program is funded by California ratepayers and administered by UTILITY under the auspices of the CPUC.