

AESAP PROJECT PARTICIPATION AGREEMENT TERMS AND CONDITIONS

Customer agrees to implement its Project at the designated property (Site) in accordance with these Program Participation Agreement (Agreement) terms and conditions (Terms).

1. **AUTHORITY.** Customer represents and warrants it has the Project Site owner's permission to implement the Project and affirms their commitment to comply with these Agreement Terms.
2. **ELIGIBILITY.** Projects for a deemed prescriptive, custom incentive, or NMEC must be: (1) implemented at an agricultural or industrial facility; (2) and the Project's meter is must be charged the public purpose fund surcharge; (3) and the Project measure(s) have not been replaced within the last five (5) years, unless exception approval by TRC the Implementer issued an exception; and (4) any other eligibility requirements as may be required by PG&E.
3. **PROGRAM REGULATORY AND MANUAL RULES.** Project implementation is subject to applicable California Public Utility Commission (CPUC) regulatory mandates, the Program's rules and policies, which may change without notice, which include Statewide Custom Project Guidance Document, Rulebook for Programs and Projects Based on Normalized Metered Energy Consumption and Program Implementation Plan individually and collectively, the Program Manual individually and collectively referred to as the (Program Manual Rules).
4. **PROJECT WRITTEN APPROVAL.** Projects that require Implementer's or PG&E prior written approval as required in the Program Manual Rules, require Customer to not remove any existing equipment/systems, pre-order, purchase, or install any measures or equipment for their Project, until receiving such written approval to avoid disqualification.
5. **INSTALLER AND MEASURE INSTALLATION.** Customer is solely responsible to obtain all qualifying measure equipment required to implement their Project, to select, contract with, and pay, which may be the assignment of a qualifying incentive, and an appropriately licensed Installer to install and make operational the Project measure(s). PG&E and Implementer: (a) will not supervise, oversee, perform any background checks, or have any control over the Installer performing the Project measure installation; (b) will not acquire or purchase any qualifying measures for the Project or provide any such related equipment or product warranties of any kind; (c) will not solicit installation bids, prepare or evaluate the Project's design or engineering needs and (d) and will not be responsible for any other Installer or measure fees or costs for the Project. The liability related to these issues is solely between the Installer and the Customer. Customer must contract separately with an Installer to perform, as required under this Agreement, any installation or construction for their Project measures approved to be eligible to receive any Program Customer Incentive.
6. **MEASURE INSTALLATION LAW COMPLIANCE.** All Project measure installations to qualify must comply with federal, state, and local laws, safety requirements and applicable manufacturer and product instructions to be eligible for incentives.
7. **MEASURE QUALIFICATION.** Equipment or products leased, rebuilt, resold, received from warranty or insurance, exchanged, won as a prize, and/or installed in existing equipment, are not eligible to be used for Project measure qualification.
8. **PROJECT PERMITS.** Customer is responsible to obtain and pay for any necessary permits to implement their Project.
9. **PROJECT OPERATIONAL DUE DATE.** Projects must be completed and fully operational no later than 1 year from written project approval. Extension can be granted with Implementer and PG&E approval. Projects that are not submitted complete by December 10, 2027, shall forfeit their position in the queue for program funds unless otherwise agreed by the Implementer. Customers who fail to advise the Implementer that their project is complete or do not provide the required Project post-installation documentation as required under this PPA, will not be eligible to receive their Project incentive payment.
10. **PROJECT OR SITE CHANGES.** Any material change during or after the Project implementation or notable change to the site impacting the Project's energy saving benefits due to the occurrence of non-routine events (i.e., required use of additional heating and cooling loads, modified operating hours), Customer will promptly provide Implementer written description of these circumstances.
11. **PROJECT DESIGN AND FEASIBILITY.** PG&E and Implementer may review but neither has responsibility or accountability for the Project's design, construction, installation, or maintenance nor does such review constitute any PG&E or Implementer guarantee or representation as to the Project's economic, technical, or operational capability for any of the measures installed.
12. **PROJECT SITE ACCESS.** Customer agrees to provide or procure for the Implementer, PG&E, the CPUC, and their representatives Project site access to perform a Project audit that includes, but is not limited to, inspection of pre and post measure installation, calculation and verification of Project baseline, and actual performance energy saving measurements, etc.
13. **SAFETY.** If at any time during the Customer's participation in the Program and/or implementation of their Project, PG&E or Implementer, in their sole discretion, determines any Site conditions, Project implementation, or Program participation creates or may potentially create an unsafe situation or may adversely impact the reliability to provide electric or gas service to the Site, PG&E or Implementer shall have the right to suspend Customer's Project implementation until such time as PG&E or Implementer determines that these unsafe conditions have been satisfactorily resolved and safety restored.
14. **CUSTOMER INCENTIVES.** Incentives come from California ratepayers funding and is made available under the Program on a first-come, first-served basis until such funding is depleted or as otherwise directed by the CPUC. Incentives may not exceed Project costs or the energy savings that exceed the actual annual amount of the electricity usage recorded at the Project's meter.
15. **CALCULATION OF THE PROJECT INCENTIVE.** Project incentives are paid based on the Project's completed and actual verified energy benefits. Stated Project incentives, energy savings projections and installation costs on the Customer Project application are **ESTIMATES** only and may vary when verified. Project Incentive payments may only be for equipment and measures that meet or exceed: California Title 20 and/or 24 building code requirements or industry standards that apply to the Project Site location or baseline energy performance standards using normalized metered energy consumption (NMEC) methodology. Implementer and PG&E will validate the Project's baseline energy measurements, verify the actual energy savings, and determine the Project's incentive payment to align and comply with the Program Manual Rules and these Terms.
16. **WORKFORCE STANDARDS AND INCENTIVES FOR HVAC AND LIGHTING CONTROL MEASURES.** Projects that receive an incentive for non-residential heating, ventilation, and air conditioning (HVAC) measure exceeding \$3,000 and/or for lighting control (LC) measure exceeding \$2,000, prior to these measures being installed, modified, or maintained, each technician performing such work is required to provide their applicable qualification documentation and must have for at least one of the following: (a) Completed an accredited HVAC apprenticeship. (b) Is enrolled in an accredited HVAC apprenticeship. (c) Completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the CA Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed. (d) Has a C-20 HVAC contractor license issued by the CA Contractors State Licensing Board; and for LC Measures the person doing the work must produce an installer certification from the CA Advanced Lighting Controls Training Program.
17. **CUSTOMERS WITH SELF GENERATION CAPABILITIES.** Customers with an existing cogeneration or self-generation system at the Project Site, the Project incentive is limited to the previous 12-month energy usage (kW, kWh and Therms) purchased from or delivered by the utility providing services on the Project's meter(s).
18. **PROJECTS WITH NON-PG&E ENERGY SUPPLY.** Non-PG&E supply, i.e., generation or deliveries from another commodity supplier, these Project incentives will be solely determined by PG&E based only on the energy savings reflected on the electric grid or natural gas system.
19. **NO DOUBLE DIPPING.** Customer represents they have not received within the last five years and will not apply for five years from the date of this Agreement, any energy saving incentives or rebates offered by PG&E, other California energy saving programs using the Customer's Project or measures implemented under this Agreement.
20. **ENERGY BENEFITS AND INCENTIVE DISQUALIFICATION.** Project incentives are provided in consideration of PG&E Ratepayers receiving 100 percent of the completed Project's life energy savings benefit given measure type requirement whichever is less. For Projects that do not satisfy this energy savings benefit, Customer shall be responsible to refund PG&E the prorated amount paid for such energy savings benefits not realized. This amount due, if any, will be off set against any Incentives or payment due or such amount shall be payable within 30 days of notification.

21. **PROJECT CERTIFICATIONS.** Customers receiving incentives for Projects that involve receiving Incentives for energy efficiency measures must submit a written certification as required in CA Public Utilities Code Section 399.4 b (1) and (2) which states: "prior to receiving any Project Incentive payment, the recipient of the Incentive must certify the Project is complete and complied with applicable permitting and licensing requirements, any contractor performing such work was a licensed contractor". For HVAC Project measures, proof of the HVAC permit closure must also be provided with the required Project Certification.
22. **PROJECT COMPLETION DOCUMENTATION.** Prior to issuing a Project Incentive payment, all applicable Project documentation required under these Terms and in the Program Manual Rules must be provided by the Customer, i.e., paid invoices, supplier name, address, phone, itemized listing of products, quantity, manufacturer and model number, Project Certifications, HVAC Permit closure evidence, final engineering calculations, schematic drawings, and related documentation as requested by PG&E that substantiates the Project's energy savings result and compliance with these Terms.
23. **TERM AND TERMINATION.** This Agreement is effective upon the Customer's signature and expires upon PG&E receiving the Project's energy savings benefits, unless terminated sooner. Customer's breach of its obligations under these Terms, or upon directive by the CPUC, may result in the Agreement's termination. Implementer nor PG&E will be liable for any damages or claims arising from such termination.
24. **CPUC RIGHTS.** The CPUC is authorized to modify Program requirements at any time. All Customer Data and Project details, results, reports, energy usage data, or other identifiable information, shall be made available to the CPUC upon request.
25. **RELEASE OF CUSTOMER DATA.** Customer consents to Implementer and PG&E collecting, using, processing, storing, copying, and making the same available to other California Investor Owned Utilities ("IOUs") for Statewide programs, the Customer's personal identifiable information, energy usage data, account number, billing data, documentation, other Project data, collectively ("Customer Data"), only as required to implement the Customer's Project and comply with the CPUC administrative and compliance requirements, the Program Manual Rules and these Agreement Terms.
26. **NO WARRANTY AND DISCLAIMER.** PG&E AND IMPLEMENTER MAKE NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY PERFORMANCE, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY DESIGN, SYSTEM, OR EQUIPMENT INSTALLED RELATED TO THE PROJECT AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.
27. **CUSTOMER PROJECT DATA OWNERSHIP.** Customer's Project information, including the Customer Data obtained and developed in accordance with this Agreement shall be owned by PG&E and used for PG&E internal business purposes with no further consideration other than Project incentive that will be paid. PG&E will not publish any identifiable Customer Data absent the Customer's written consent.
28. **NO OBLIGATION.** California consumers are not obligated to purchase any full-fee service or other service not funded by this Program. Program incentives are 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 a está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).
29. **MISREPRESENTATION.** Project information provided must be accurate and if determined fraudulent or misleading the Project Incentive will be disqualified.
30. **LIMITATION OF LIABILITY.** PG&E and Implementer shall not be liable for any costs resulting from the Project's estimated versus actual energy savings, savings not materialized, cancellation or cost increase(s), fees, claims, or other charges for any reason arising from or related to a Program's Project implementation. In no event shall Implementer, Customer, or PG&E be eligible for special, incidental, lost profits, or consequential damages because of this Agreement.
31. **ADVERTISING AND NAME USAGE.** Implementer and Customer agree not to use each other's name, PG&E's name, or Customer's Project Site identifying characteristic in any published materials absent the appropriate written approval.
32. **ASSIGNMENT.** Customer may not assign their rights or obligations under this Agreement, absent Implementer's written consent.
33. **PROJECT SITE SALE/TRANSFER.** Customer will seek the necessary permission to enable assignment of this Agreement if the energy benefits are not fully realized, in the event of a sale of the Project Site or transfer to another Site Owner or Customer.
34. **TAX LIABILITY.** The receipt of any Project incentive or rebate may result in taxable income. Incentive tax reporting is the Customer's responsibility, with input from the Implementer.
35. **TOXIC MATERIALS.** PG&E and Implementer shall have no responsibility for the discovery, exposure, presence, handling, removal, or disposal of hazardous materials of any kind related to implementing the Project, including without limitation, asbestos, PCBs, or other toxic substances.

36. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of California.
37. **NMEC INCENTIVE CALCULATIONS AND PAYMENT.** Site NMEC Project incentives are paid in two installments unless the exception is approved by Implementer, the first 40 percent of the incentive payment is eligible after written project approval provided successful verification of the Project equipment installation and balance or 60 percent is payable 12 months after the issuance of the first incentive payment.
38. **COLLECTION OF NMEC PROJECT MONITORING DATA.** Site NMEC Project energy monitoring data must be collected and available for the 12 months prior to the Project implementation and 12 months after is the Project is completed and operational.

For Accelerated Replacement (AR) Projects

Customer Affidavit for Accelerated Replacement Projects

To be completed if measure application type is Accelerated Replacement (AR)

Per CPUC Resolution E-5515, all AR projects require the customer or an authorized representative of the customer to sign the below customer affidavit statement.

I, _____, hereby certify that I am authorized to make this declaration as the Customer or as an authorized representative of the Customer, _____. By signing below, I certify the existing equipment being replaced to the best of my knowledge is in working order. I acknowledge misrepresentation of this claim will result in a rejection of all or part my Project's participation in the Program and may be required to return all or part of the incentive(s) I received according. I understand a misrepresentation may also result in my participation in this Program and/or any California ratepayer future energy savings program participation and projects being disqualified, on probation or suspended.

Signature