



GAS SAMPLE FORM 79-1157

Sheet 1

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

**Please Refer to Attached
Sample Form**

AUTHORIZATION TO ADD CHARGES TO UTILITY BILL

You have applied for, or have entered into, an Eligible Agreement, as defined below, with the Participating Finance Company listed below. By signing this *Authorization To Add Charges To Utility Bill* (Authorization), you consent to allow the electric or gas utility checked below (Utility) to include monthly Financing Charges for repayment of your Eligible Agreement in your monthly utility bill from the Utility for the Service Address (Bill), and you agree to pay those charges on the terms described below.

Electric Service

Natural Gas Service

Pacific Gas and Electric Company

San Diego Gas & Electric Company

Southern California Edison Company

N/A

Southern California Gas Company

Please note that this Authorization contains summary information about On-Bill Repayment (OBR). Before you sign this document, you should first review the more detailed OBR Rules as developed by the California Hub for Energy Efficiency Financing (CHEEF)¹ and OBR Tariff² as approved by the California Public Utilities Commission (CPUC).

The purpose of this Authorization is for the Customer to provide the Utility with the Customer's written consent to place Financing Charges on their utility bill. This Authorization will be accepted by each of the Utilities listed. Please complete this Authorization in its entirety.



¹ <http://www.treasurer.ca.gov/caeatfa/cheef/>. Note: The California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) administers the CHEEF as part of the Energy Efficiency Financing Pilot Programs.

² <https://tariff.socalgas.com/regulatory/tariffs/tm2/pdf/43.pdf>
https://library.sce.com/content/dam/sce-doelib/public/regulatory/tariff/electric/schedules/other-rates/ELECTRIC_SCHEDULES_OBR.pdf
https://library.sce.com/content/dam/sce-doelib/public/regulatory/tariff/santa-catalina-island-gas/schedules/rates/GAS_SCHEDULES_G-OBR.pdf
https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDULES_E-OBR.pdf
https://www.pge.com/tariffs/assets/pdf/tariffbook/GAS_SCHEDULES_G-OBR.pdf
https://tariff.sdge.com/tm2/pdf/ELEC_ELEC-RULES_ERULE_43.pdf
https://tariff.sdge.com/tm2/pdf/GAS_GAS-RULES_GRULE_43.pdf

AUTHORIZATION TO ADD CHARGES TO UTILITY BILL

In this document:

“**Customer**” means the individual or entity that takes service from the Utility.

“**Eligible Agreement**” means an agreement between you and a Participating Finance Company that satisfies the requirements for participation in OBR pursuant to OBR Rules, as developed by the CHEEF.

“**Financing Charge(s)**” means any and all principal, interest and other charges and fees payable by you in connection with your Eligible Agreement, as determined by your Participating Finance Company, and according to the terms of your Eligible Agreement, including fees for late or deficient payments.

“**OBR Charges**” means Financing Charges included in your Bill, pursuant to the OBR Tariff.

“**OBR Rules**” means rules and requirements for participation in OBR established by the CHEEF pursuant to Title 4, Division 13, Articles 6 and 7 of the California Code of Regulations.

“**Participating Finance Company**” means the finance or service company approved for participation in OBR by the CHEEF pursuant to the OBR Rules, and shown in the Account Information section below.

“**Service Address(es)**” means the property or properties serviced by the Utility as shown in the Account Information section below.

- 1. Authorization to Bill Financing Charges.** You authorize the Utility to include Financing Charges in your Bill until further notice. The Participating Finance Company will determine the amount of the monthly OBR Charge(s), and the Utility will include that amount in your Bill. The Utility does not verify the information provided by the Participating Finance Company. **OBR Charges may increase or decrease from month to month based on the terms of your Eligible Agreement, the inclusion of late charges and interest in accordance with your Eligible Agreement, and variations in the periods of time covered by each Utility billing cycle.**
- 2. Payment.** You agree to pay the OBR Charges along with the other charges in your Bill by the due date for payment of the Bill. All payments should be made to the Utility. The Utility will forward your OBR Charge payments to the Participating Finance Company. If a funding account for the payment to the Utility is a credit card or checking account, the Utility will not forward your payment to the Participating Finance Company unless that account has sufficient available credit and/or funds to pay the full amount of the energy charges and the OBR Charges.
- 3. Partial Payments.** Partial payments will be allocated as described below, depending on your participating Utility. Please note that, if the Utility stops billing you for OBR Charges before the Eligible Agreement is paid in full, you are still responsible for making payments for Financing Charges directly to the Participating Finance Company. Late payments may be subject to reporting to credit agencies by the Participating Finance Company.

For SDG&E and SoCalGas customers:

If you pay less than the total amount of your Bill (including OBR Charges), the amount you pay will be allocated to disconnectable charges as follows: current energy charges including deposits, energy related charges, and then any remaining amount will be applied to your OBR Charges and other third party charges according to the Utility’s approved payment process and consistent with the OBR Tariff. Payments will be applied to past due disconnectable charges prior to any current charges. Unless your Bill is associated with a residential property, your failure to pay any of the components of your Bill (including OBR Charges) will subject your account to potential service disconnection as set forth in Rule 11, Discontinuance of Service.

For PG&E and SCE customers:

If you pay less than the total amount of your Bill (including OBR Charges), the amount you pay will be allocated to disconnectable charges as follows: OBR Charges and utility and other non-OBR charges in proportion to the amount owed for each, using pro rata distribution, according to the Utility’s approved payment process and consistent with the OBR Tariff. Payments will be applied to past due disconnectable charges prior to any current charges. Unless your Bill is associated with a residential property, your failure to pay any of the components of your Bill (including OBR Charges) will subject your account to potential service disconnection as set forth in Rule 11, Discontinuance of Service.

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4. **Overpayments.** The Utility is not responsible for collecting, receiving, or remitting any prepayment of your OBR Charges. If you desire to pay some or all of the outstanding Eligible Agreement balance or other Financing Charges independent of the OBR Charges, such payment should be sent directly to the Participating Finance Company, not the Utility. If the Utility receives payment from you in excess of your current charges, such excess payment will first be applied to your overdue charges, if any, and will then be applied to future charges on your account. If you desire to be returned any excess amounts remaining on your account after all overdue charges are paid, you must notify the Utility and the Utility will then return such funds.
5. **Billing Inquiries and Disputes.** If you have any questions about your Eligible Agreement or your OBR Charges, including any concerns that you may have been incorrectly charged, please contact the Participating Finance Company. Any disputes about your Eligible Agreement or OBR Charges must be resolved between you and the Participating Finance Company in accordance with your Eligible Agreement documentation and applicable law. The Utility will not be involved in resolving such disputes.

Questions about the energy charges on your Bill should be directed to the Utility at the number shown on the Bill.

6. **Transfer of Payment Obligation.** In the event that you cease to be the Customer at the Service Address, you remain fully responsible for all remaining amounts due directly to the Participating Finance Company pursuant to the terms of the Eligible Agreement, and the Utility will have no further obligation to collect OBR Charges from you. Responsibility to pay OBR Charges may be voluntarily assumed by the subsequent customer at the same Service Address, pursuant to the OBR Tariff and the OBR Rules, if the Participating Finance Company and subsequent customer agree in writing to transfer responsibility for the Financing Charges, and the subsequent customer signs a new Authorization to authorize OBR Charges to be placed on its Bill and submits it to the Utility.
7. **Service Disconnection for Non-Payment of OBR Charges (non-residential customers only).** You acknowledge that non-payment of your OBR Charges will result in a disconnection of your utility service consistent with the rules that generally apply to non-payment of your Bill, until such time that your OBR Charges and your utility charges are made current. Other rules for reconnection of service, including a requirement to post a security deposit, are set forth in Rule 11 and Rule 6, Establishment and Re-Establishment of Credit.
8. **Jurisdiction.** This Authorization at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.
9. **Utility not Liable for Improvements.** The Utility shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the improvements installed at the Service Address (Work). You will be responsible for any and all losses and damage you may suffer in connection with, and any claims by third parties resulting from, the Work. You shall release, indemnify and hold harmless the Utility, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) your breach of this Authorization; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) your failure to pay any amount due or claimed by a contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including a contractor) in the conduct or performance of the Work.
10. **Liability in Connection with OBR Charges and Conduct by Participating Finance Companies, Contractors, and Service Providers.** The Utility shall not be liable to you for any damages caused by or resulting from any acts, omissions, or representations (i) made by the Participating Financing Company or a contractor or service provider in connection with soliciting customers for Qualified Measures, as defined in the OBR Tariff, or for the Eligible Agreement or (ii) the Participating Finance Company's failure to perform any commitment to you or misrepresentation to you. The amount of the OBR Charges shall be provided to the Utility by the CHEEF. The Utility shall not be liable to you if the amount of such charges is inaccurate in any way or contains charges that are in violation of the Eligible Agreement or any state or federal laws. The Participating Finance Company is not the Utility's agent for any purpose by virtue of the OBR billing procedures set forth in the OBR Tariff.

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ACCOUNT INFORMATION

SERVICE ADDRESS DETAILS

Utility Name: _____

Service Address: _____

STREET

CA

CITY

STATE

ZIP

TELEPHONE NUMBER

Utility Account Number: _____ Service Agreement Number / CSAID: _____

PARTICIPATING FINANCE COMPANY AND ELIGIBLE AGREEMENT INFORMATION

Name of Participating Finance Company: _____

Initial OBR Charge amount*: _____

**Note that the initial OBR Charge amount is merely the first monthly charge to appear on your Bill and may reflect a discount or promotion. As stated in Section 1. (Authorization to Bill Financing Charges), above, OBR Charges may increase or decrease from month to month based on the terms of your Eligible Agreement, the inclusion of late charges and interest in accordance with your Eligible Agreement, and variations in the periods of time covered by each Utility billing cycle.*

By signing below, you hereby authorize the Utility to add Financing Charges to your Bill for the Service Address and Utility Account Number shown above.

You certify that you are the Utility's Customer financially responsible for charges to the Utility account represented by the Utility Account Number shown above, or an officer, representative, or agent authorized to act on behalf of the Utility's Customer, and hereby direct Financing Charges to be placed on the Bill.

Customer Name: _____
(ENTITY or INDIVIDUAL)

Individual Signatory Name (your name, if different): _____
FIRST LAST

SIGNATURE

Executed this _____ day of _____
MONTH YEAR