NONRESIDENTIAL NEW CONSTRUCTION DESIGN TEAM FORM

NRNC-DT

DESIGN TEAM LEADER INFORMATION

Design Firm Name

Mailing Address | City | State | Zip

Contact Name | Title

(   ) Contact Telephone Number | (   ) Contact Fax Number | Contact E-Mail Address

Tax Identification Type (Select ONLY One)
❑ Employer ID Number (EIN)
❑ Federal Tax ID ❑ SSN ______________________________
Tax Identification Number

Tax Status (Select ONLY One)
❑ Corporation ❑ Individual
❑ Non-Corp ❑ Exempt ______________________________
Exempt Reason

Tax Liability: PG&E will report incentives greater than $600 as income to you on IRS form 1099 unless you have marked the "Corporation" or "Exempt" tax status box on the front of this form. You are urged to consult a tax adviser concerning the taxability of incentives. PG&E is not responsible for any taxes that may be imposed due to incentive payments.

PROJECT INFORMATION

Project Name | Owner Name

Address / Location | City, State, Zip

Bldg Type | Est. Gross Sq. Ft. | Est. Conditioned Sq. Ft. | Phase Of Design | Est. Construction Completion Date

ENERGY EFFICIENCY ENHANCEMENTS TO BE INVESTIGATED: (DESCRIBE)

❑ All energy consuming systems to be investigated and integrated.

ENVELOPE:
❑ Materials
❑ Insulation Levels
❑ Glazing Options
❑ Daylighting Options
❑ Other ____________

LIGHTING:
❑ Electronic Ballasts
❑ Occupancy Sensors
❑ Task/Ambient Design
❑ High Efficiency Sources
❑ Other ____________

HVAC:
❑ Central Plant Options
❑ Evaporative Cooling
❑ Variable Speed Drives
❑ High Efficiency Equipment
❑ Other ____________

OTHER:
❑ Refrigeration
❑ Process Loads
❑ Ventilation Controls
❑ Energy Management
❑ Other ____________

PAYMENT (Party Receiving Incentive OTHER THAN Design Team Leader)

❑ ***Check here and complete the following section <u>ONLY</u> if payment is going to someone other than the Design Team Leader as indicated above.***

CHECK SHOULD BE MADE PAYABLE TO:

Payee: Customer / Business Name | (   ) Telephone Number

Mailing Address | City | State | Zip

Tax Identification Type (Select ONLY One)
❑ Employer ID Number (EIN)
❑ Federal Tax ID ❑ SSN ______________________________
Tax Identification Number

Tax Status (Select ONLY One)
❑ Corporation ❑ Individual
❑ Non-Corp ❑ Exempt ______________________________
Exempt Reason

PAYMENT RELEASE AUTHORIZATION:
I am authorizing this payment of my incentive to the third party named above and I understand that I will not be receiving the incentive check from PG&E.
I also understand that my release of the payment to the third party does not exempt me from the program requirements outlined in the Application package.

Design Team Leader Authorization: (Please Print) | Signature | Date

INTEREST IN PARTICIPATION

As the Design Team leader of the specified project, I wish to participate in the Design Team Incentive element of PG&E's Customized Energy Efficiency/Demand Response Incentive. I understand that before I can participate the team will be required to sign the Design Team Consent on the reverse side of this form. I further agree to provide all documentation as required by the guidelines and agree to all other requirements as set forth in the 2009 Nonresidential New Construction Participant Handbook.

Firm Name | Design Team Leader | Signature | Date

FOR PG&E USE ONLY: Project No. ____________________ Application No. ____________________

NONRESIDENTIAL NEW CONSTRUCTION DESIGN TEAM (NRNC-DT) FORM

DESIGN TEAM MEMBERS CONSENT

By signature(s) below, the Design Team Members consent to the Design Team Leader on the reverse of this form. It is understood and agreed that any incentive paid will be paid to the Design Team Leader and that Pacific Gas and Electric (PG&E) Company bears no responsibility for the apportionment of the incentive payment. Further, Design Team Members also agree NOT to represent to any third party that PG&E's review of the energy efficiency measures (EEMs) or analysis of the energy efficiency of any aspect of the building project or design is in any way a representation by PG&E as to the economic or technical feasibility, operational capability, or reliability of such building design or EEMs.

Team Member | Role
Firm Name | Telephone Number | Fax Number
Address | City /State | Zip
Signature | Date | E-mail

Team Member | Role
Firm Name | Telephone Number | Fax Number
Address | City /State | Zip
Signature | Date | E-mail

Team Member | Role
Firm Name | Telephone Number | Fax Number
Address | City /State | Zip
Signature | Date | E-mail

Team Member | Role
Firm Name | Telephone Number | Fax Number
Address | City /State | Zip
Signature | Date | E-mail

Team Member | Role
Firm Name | Telephone Number | Fax Number
Address | City /State | Zip
Signature | Date | E-mail

PACIFIC GAS AND ELECTRIC COMPANY
CUSTOMIZED ENERGY EFFICIENCY
INCENTIVE PROGRAM

2009 INCENTIVE APPLICATION

SECTION 1 APPLICANT INFORMATION

APPLICANT FOR NONRESIDENTIAL PROJECTS = CUSTOMER/BUSINESS OWNER
APPLICANT FOR RESIDENTIAL PROJECTS = OWNER/BUILDER/DEVELOPER

Applicant Name

Applicant Mailing Address | City | State | Zip

Contact Name | Title

( ) | ( )

Contact Telephone Number | Contact Fax Number | E-Mail Address

Tax Identification Type (Select ONLY One)
❏ Employer ID Number (EIN)
❏ Federal Tax ID ❏ SSN ____________________
Tax Identification Number

Tax Status (Select ONLY One)
❏ Corporation ❏ Individual
❏ Non-Corp ❏ Exempt ____________________
Exempt Reason

SECTION 2 PROJECT TYPE(S)

NONRESIDENTIAL
❏ NEW CONSTRUCTION/ADDITION (Attach NRNC Form)
❏ Design Team (Attach NRNC-DT Form if applicable)
❏ RENOVATION/RETROFIT (Attach NRR Form)

RESIDENTIAL NEW CONSTRUCTION
❏ ENERGY STAR® Performance Method (Attach RNC-ES Form)
❏ New Solar Homes Partnership Performance Method (Attach RNC-NSHPPM Form)
❏ Prescriptive Method (Attach RNC-PC Form)

Provide brief project name/description | Number of project forms attached to this application

SECTION 3 PAYMENT (Party Receiving Incentive OTHER THAN Applicant)

CHECK SHOULD BE MADE PAYABLE TO: *(NOT APPLICABLE FOR RESIDENTIAL NEW CONSTRUCTION)*

( ) | ( )

Payee: Customer / Business Name | Telephone Number | Fax Number

Mailing Address | City | State | Zip

Contact Name | Title | E-mail

Tax Identification Type (Select ONLY One)
❏ Employer ID Number (EIN)
❏ Federal Tax ID ❏ SSN
Tax Identification Number

Tax Status (Select ONLY One)
❏ Corporation ❏ Individual
❏ Non-Corp ❏ Exempt ____________________
Exempt Reason

PAYMENT RELEASE AUTHORIZATION:
As the Applicant, I am authorizing this payment of my incentive to the third party named above and I understand that I will not be receiving the incentive check from PG&E. I also understand that my release of the payment to the third party does not exempt me from the requirements outlined in the Application package.

Applicant Authorization: (Please Print Name)

Signature | Date

SECTION 4 AGREEMENT

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES. I CERTIFY THAT THE INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT AND THE PRODUCT(S) AND/OR EQUIPMENT FOR WHICH I AM REQUESTING INCENTIVE(S) MEET THE REQUIREMENTS IN THIS APPLICATION PACKAGE.

Applicant Name (Please Print) | Title

X
Signature | Date

SEE TERMS AND CONDITIONS ON THE FOLLOWING PAGES

FOR UTILITY USE ONLY

TM PM ID | Project Manager Name

AS Rep ID | AS Rep Name

Rep Phone #

Service Code | Date Received

FOR PG&E USE ONLY: Project No. ____________ **Application No.** ____________ **CA No.** ____________

2009 INCENTIVE APPLICATION INSTRUCTIONS

1 SELECT THE APPROPRIATE FORMS

All applicants must submit a Customized ENERGY EFFICIENCY INCENTIVE APPLICATION and at least one of the following project forms:

Non-Residential Projects
NEW CONSTRUCTION/ADDITION – Attach NRNC Form
Design Team – Attach NRNC-DT Form if applicable
RENOVATION/RETROFIT – Attach NRR Form

Residential New Construction Projects
ENERGY STAR® Performance Method – Attach RNC-ES Form
New Solar Homes Partnership Performance Method - Attach RNC-NSHPPM Form
Prescriptive Method – Attach RNC-PC Form

Demand Response Programs
The Technology Incentive (TI) program's objective is to provide cash incentive payments for the installation of equipment or control software supporting Demand Response (DR). By promoting enabling technologies, PG&E helps its customers keep California's energy grid operating under extreme conditions.

The 2009 TI program is not accepting incentive applications until the CPUC approves PG&E's proposed program and budget for 2009-2011. When the CPUC approves the proposed program design and funding for TI, PG&E will issue a new NRR – DR application that will include incentive application information for the TI program. For information on PG&E DR programs, please visit www.pge.com

2 HOW TO APPLY

1. READ TERMS AND CONDITIONS ON:
- The back page of the Application
- The Project Form(s) that apply to your project(s)

2. COMPLETE:
- Applicant Information and Project Type on the Application
- (If applicable) Payment Section on the Application, if payment is to be paid to a party other than the Applicant. Residential New Construction applicants complete sections 1,2 and 4 only.
- Project Information and any calculations required by the Project Form(s)

3. SIGN:
- The Agreement on the Application
- (If applicable) The Payment Release Authorization on the Application, if incentive is to be paid to a party other than the Applicant
- The Agreement(s) on your choice of Project Form(s)

4. SUBMIT:
- The Application
- Your choice of Project Form(s)
- All required documentation pertaining to your project

3 CONTACT PG&E BEFORE SUBMITTING YOUR INFORMATION

You should contact a PG&E representative prior to submitting applications and other required documentation in order to participate in PG&E's Customized Energy Efficiency Incentive Program.

Non Residential Projects:
Contact Business Customer Center at 1-800-468-4743.
Email: energymgmtprograms@pge.com
Refer to the Participation Handbook for requirements and guidelines.

Residential Projects:
Contact the Residential Hotline at 1-800-342-7737
Email: newhomes@pge.com
Refer to the RNC Instruction Sheet for requirements and guidelines.

Submit Application Package to Your PG&E Representative or Mail Application To:

PG&E Integrated
Processing Center
P. O. Box 7265
San Francisco, CA 94120-7265

For Overnight Delivery, Send To:

PG&E Integrated
Processing Center
77 Beale Street
Mail Code B0B1U
San Francisco, CA 94105-1814

PG&E®

TERMS AND CONDITIONS

I, the Applicant, agree to the following terms and conditions ("the Agreement"):

1. I meet the Customized Energy Efficiency Incentive eligibility requirements as stated in the appropriate attachment(s) included with this Application.
2. The information I have supplied on this Application and attachment(s) is true, correct, and complete.
3. I have read and understand the terms and conditions of the Agreement and on the appropriate attachments and agree to abide by the rules, requirements and terms set forth on this Application, the Agreement, and all attachments.
4. If the Agreement is terminated for any reason, Pacific Gas and Electric Company (PG&E) shall not be liable to the Applicant for damages or compensation of any kind.
5. PG&E reserves the right to determine eligibility for the Incentive.
6. 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 THE AGREEMENT, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. APPLICANT AGREES TO INDEMNIFY PG&E, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AGAINST ALL LOSS, DAMAGE, EXPENSE, FEES, COSTS, AND LIABILITY ARISING FROM ANY MEASURES INSTALLED.
7. Both funding and the conditions of the Incentive are subject to the jurisdiction of the California Public Utilities Commission (CPUC) and shall be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction. If there are changes in the Incentive, PG&E will endeavor, but cannot guarantee, to provide a reasonable period of time before changes go into effect.
8. I understand that if the incentive is modified in any way or terminated by order of any government entity, then the Agreement shall be revised or terminated consistent with that order.
9. PG&E may assign the Agreement, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without the Applicant's prior written consent, provided PG&E remains obligated for payments incurred prior to the assignment. The Applicant may not assign this Application, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of PG&E.
10. I understand the Incentive requires inspections and measurements of the performance of the measures. Therefore, I agree to provide access to the Project Site for these purposes to PG&E and/or its agents or assigns and the CPUC and/or its agents or assigns.

Continued on Page 4

Terms and Conditions Continued from Page 3

11. I agree to release PG&E, its affiliates, 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 PG&E, customer, or any third party; (2) injury to property or other interests of PG&E, Applicant 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 any third party's performance of or failure to perform the Project, however caused, regardless of any strict liability or negligence of PG&E, its officers, managers, or employees.
12. Energy savings for which incentives are paid cannot exceed the actual usage provided by PG&E. Non-utility supply, such as cogeneration or deliveries from another commodity supplier, does not qualify as usage from PG&E (with the exception of Direct Access customers or customers paying departing load fees for which the utility collects PPP or PGC charges).
13. Funding approved for this Incentive is limited and will be paid on a first-come, first-served basis to qualified applicants. Funds will only be reserved upon PG&E's execution of the Agreement. This incentive offer is subject to the availability of authorized funds.
14. Installation of any energy-efficient equipment required for compliance with 2005 Title 24 will not qualify for incentives. Energy efficiency improvements beyond 2005 Title 24 requirements or a generally accepted industry standard, where applicable, may be eligible for incentives.
15. Specific restrictions may apply to each energy efficiency system, as outlined in the instructions and attached project forms.
16. To be eligible for incentives, I agree that I will not apply for or receive incentives offered by local or state entities or other utilities for measures covered under this Agreement.
17. PG&E may suspend or terminate the Agreement , without cause, upon written notice to me.
18. I understand the following Tax Liability provisions: PG&E will report incentives greater than $600 as income to me on IRS form 1099 unless: 1) I have marked the "Corporation" or "Exempt" tax status box, or 2) the Payment Release Authorization section has been completed, in which the designated party will be responsible for tax liability.

    PG&E recommends that I consult a tax adviser concerning the taxability of incentives. PG&E is not responsible for any taxes that may be imposed due to incentive payments.
19. I understand once an acknowledgement receipt is issued for this Application under a Customized Energy Efficiency Program, the Application will be processed under that Program. If the Application is withdrawn at any time in the process, I may only resubmit an Application for the same project in the same program, under specific circumstances approved by the Program Manager.

