

Pacific Gas and Electric Company

2019 Savings By Design— Owner Application

Instructions

How to apply:

1. Read the Terms and Conditions on the following page.
2. Complete both pages of this application.
3. Sign Section 4: Agreement.
4. Submit both pages of this application.

If applying for a Savings By Design project and a Design Team Incentive is desired, also submit a completed and signed 2018 Savings By Design—Design Team Application.

Contact PG&E before submitting your information

To participate in PG&E's Savings By Design Program, contact a PG&E representative prior to submitting the applications and other required documentation.

Contact the Business Customer Service Center at **1-800-468-4743** or send an email to savingsbydesign@pge.com.

Refer to the current *Savings By Design Participation Handbook* at pge.com/savingsbydesign for requirements and guidelines.

Submit application package to
your PG&E representative or
by email to:

savingsbydesign@pge.com



Together, Building
a Better California

Terms and Conditions

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

1. I meet the Savings By Design 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 Customer 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. CUSTOMER 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 Customer's prior written consent, provided PG&E remains obligated for payments incurred prior to the assignment. The Customer 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.
11. I agree to release PG&E, 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 PG&E, customer, or any third party; (2) injury to property or other interests of PG&E, Customer 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 customers. 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 2016 Title 24 will not qualify for incentives. Energy efficiency improvements beyond 2016 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.
PERMITS AND LICENSES. Customer and/or Project Sponsor, at their own expense, shall obtain any licenses and permits for the Project. Failure to do so will constitute a material breach.
15.1 Certifications. After measures and/or equipment is installed and prior to Incentives being paid, the recipient of the incentive must certify they have complied with applicable permitting and licensing requirements and if a contractor did the work the contractor was licensed. For projects involving the replacement of heating, venting, or air conditioning equipment, the certification must contain the permit number and be signed by the licensed contractor who did the work.
15.2 Proof of Permit Closure. When the work involves obtaining a permit for central air-conditioning and heat pump projects, documentation of proof the permit has been closed must be provided prior to the payment of any incentive for such work.
16. To be eligible for incentives, I agree that I have not and 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) I identified a different party as "Payee" in Section 2 of the application.



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SECTION 1 CUSTOMER CONTACT INFORMATION

PG&E Customer Name

Mailing Address City State Zip

Customer Contact Name Title

Contact Telephone Number Contact Fax Number Email

SECTION 2 PROJECT INFORMATION

Project Name Check if participating in PG&E Local Government/Statewide Partnership

PG&E Local Government/Statewide Partnership Name (if applicable)

Project Site Address City State Zip

Site Contact Name (if different from applicant) Title

Site Contact Telephone Number Site Contact Email

Conditioned Sq. Ft.* Est. Plan Finalization Date* Est. Construction Completion Date* Est. % Energy Savings

Facility Description/Type Years Since Built or Last Major Renovation Total Sq. Ft. of Facility

*Required field

Design Team Member Information

Architectural Firm Contact Name Email Phone

Mechanical OR Electrical Engineer Firm Contact Name Email Phone

Project Type (check one)

New Construction (including additions) Renovation/remodel (including tenant improvement)

End-Use Kickers (check if applicable)

End-Use Monitoring

Type of Business/Organization

Office Restaurant Retail School Other (please specify) _____

For Savings By Design projects requesting a design team incentive, please also complete the 2018 Savings By Design—Design Team Application at the end of this document.



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SECTION 3 PAYEE INFORMATION

Tax Identification Type (select ONLY one)

Federal Tax ID Employer ID Number (EIN) Social Security Number **Tax Identification Number:** _____

Tax Status (select ONLY one)

Corporation Non-Corporation Individual Exempt

I am authorizing PG&E to pay the incentive I am entitled to receive under this Application to the other entity named in Section 2. I understand not receiving this incentive payment, does not exempt or release me from the Customer obligations and requirements in the Application which are conditional upon the right for the incentive to be issued.

Payee _____ Telephone Number _____

Mailing Address _____ City _____ State _____ Zip _____

Payee Contact Name _____ Payee Contact Title _____ Payee Contact Email _____

SECTION 4 AGREEMENT

I would like to participate in Pacific Gas and Electric Company's Savings By Design program. I understand that the Incentive is funded by utility customers through the Public Purpose Programs surcharge. I am interested in improving the energy efficiency of my project using the financial incentives available.

I agree to provide the required documentation as requested. I am willing to consider efficiency recommendations which may improve the performance of my project significantly beyond 2016 Title 24 (or other baseline) requirements. I understand that participation is voluntary and that I am under no obligation to modify the design or construction of my building based on resulting recommendations. I also understand that I will receive financial incentives only if I complete an agreement, my eligibility is established by PG&E, the performance of my building meets the requirements and the energy-efficiency strategies are installed and verified.

I have read and agree to the terms and conditions on the previous pages. I certify that the information I have provided on this application is true and correct.

Customer Contact Name (please print) _____ Title _____

Signature _____ Date _____

[See Terms and Conditions.](#)

FOR UTILITY USE ONLY

POIM LAN ID _____ ES&S LAN ID _____ Date Received _____

FOR PG&E USE ONLY: Project No. _____ Application No. _____ Ref. No. _____