



Customer Participation Agreement

Customer Name: _____

Residence Address: _____

- We have been at this residence for more than 1 year.
- We expect to stay at this residence for the next two years.
- We understand we cannot participate in any other ratepayer funded utility programs for the next two years.
- We have a Solar System on site: System Production _____ kW or _____ # of panels
- We have an Electric Vehicle on site EV has more than 1 year at this residence

Customer acknowledges and agrees that Customer is eligible to participate and receive any Program incentives. Customer has reviewed and agrees to be legally bound by the attached Program terms and conditions which includes, but is not limited to, not removing any existing equipment or systems and/or purchasing or installing any Project energy efficiency measures, until Customer receives a written Project Approval.

APPROVED AND AGREED:

Customer

Signature (digital enabled)

Printed Name

Date (m/d/yyyy)



Terms and Conditions

This Agreement governs the above named Customer's participation in the Comfortable Home Rebates Program (sometimes referred to simply as the "Program") at the above named Customer Residence.

The Comfortable Home Rebates Program is available for Pacific Gas and Electric Company ("PG&E") residential customers. The Program provides incentives to offset the cost of HVAC maintenance or upgrades to new, energy-efficient technology designed to increase comfort and lower your monthly energy bills. It is administered by PG&E under the auspices of the California Public Utilities Commission. Franklin Energy and participating contractors overseen by Franklin Energy are authorized to offer this Program.

1. **Customer's Representations.** Customer represents the following:

- a. Customer has the right and authority to make improvements to Customer's Residence.
 - i. Tenant Customers understand that they are solely responsible for obtaining the property owner's written permission in advance of any installation or maintenance done in this Program.
- b. Customer agrees to obtain and have in place all the required building permits from their local jurisdiction to install applicable measures and to certify the work performed was done by a license contractor for compliance with SB-1414 and Public Utilities Code Section 399.4(b)(1)(2). if selected for a Field Quality Control inspection, the contractor will be required to produce the closed permit.
- c. Projects must be completed and fully operational no later than December 31, 2021.
- d. Customer agrees to share energy usage data with PG&E and Franklin Energy for the purpose of verifying savings from the measures performed through the Program for evaluation purposes for a period of no more than two years following project completion and for the 12 months before Program enrollment.

2. **Customer's Commitments.** Customer understands and agrees to the following commitments as conditions to their participation in the Program:

- a. Customer understands that Contractor is responsible for submitting application to Franklin Energy. It is the Customer's responsibility to confirm that the Contractor properly completes the application and submits it to Franklin Energy. Unless an application is incomplete or is selected for inspection, a rebate is generally mailed 6-8 weeks after Franklin Energy receives a completed application from a Contractor.
- b. Customer shall allow Franklin Energy, PG&E, and the CPUC inspection personnel to inspect and verify installed equipment for compliance with Program requirements. In the case of measures for which there is an applicable efficiency standard or combustion safety considerations, inspectors will verify that the measures meet or exceed code requirements or safety expectations.



- c. These inspections are not intended to establish or imply any duty or representation of any kind by Franklin Energy or PG&E to discover or report any problems, defects, building code violations, or other hazards of any kind relating to Customer's Residence or the Program measures, all of which are expressly disclaimed.
 - d. Customer will notify Franklin Energy at 844.818.7204 if occupancy of the residence changes, the customer places an electric vehicle into service at the residence, or if the customer installs a solar system at the residence after the completion of the Project.
3. **Franklin Energy's Commitments.** Franklin Energy's use of Owner's information complies with all PG&E data security requirements, as well as PG&E's Privacy Policy and PG&E's Notice of Accessing, Collecting, Storing, Using and Disclosing Energy Usage Information. The policies can be viewed in full at <http://www.pge.com/en/about/company/privacy/index.page>. If the Customer would like to view, inquire about, or dispute the shared information, or would like to at any time limit the collection, use, storage or disclosure of this information they may contact Franklin Energy at contact@comfortablehomerebates.com or 844.818.7204.
4. **Contract between Customer and Contractor.** The contract for installing Program measures is between Customer and the Participating contractor. Customer is solely responsible for paying contractor. Franklin Energy and PG&E have no obligations whatsoever with respect to Customer's contract with the contractor. Neither Franklin Energy nor PG&E shall have any responsibility whatsoever to be responsible for, and under no circumstances be required to obtain any necessary Project permits, materials, labor, costs to develop the Project's scope, final design, acquire bids, hire appropriate licensed contractor(s), verify applicable workforce standards, technical and operational Project feasibility, and other related cost and fees to implement the Project.
5. **Enforcement of Contract by Contractor.** Contractor has the right to enforce its contract with the Customer, because the Customer is the only party obligated to pay and otherwise perform that contract. If Customer does not perform its contract obligations, the contractor has various legal rights that include the recording and enforcement of a mechanics lien and other remedies provided by law.
6. **Governing Law – Venue – Service of Process.** The validity, construction, performance, and application of this Agreement is governed by California law, and any lawsuit relating to this Agreement must be brought exclusively in the California Superior Court for Alameda County, California. Customer appoints their spouse or living partner as their authorized agent to whom the service of a lawsuit against Customer may be given together with any other notice supplied by Franklin Energy under this Agreement.
7. **Disclaimer of Liability and Indemnification.** Franklin Energy and PG&E make no representation or warranty, and assume no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this agreement or arising out of the customer's participation in the program, and franklin energy and PG&E expressly disclaim any such representation, warranty or liability. Customer agrees not to sue franklin energy or PG&E for anything relating to or arising out of customer's participation in the program. Customer therefore releases franklin energy and



PG&E from any liability arising out of this agreement and customer's participation in the program. Customer waives the provisions of California civil code 1542, which provides as follows: a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor. Customer agrees to indemnify franklin energy, PG&E, their affiliates, subsidiaries, parent companies, officers, directors, agents, and employees against all loss, damage, expense, fees, costs and liability arising from any measures installed.

8. **Entire Agreement; Signatures.** The terms, covenants and conditions of this Agreement by the Customer constitute the entire agreement contract between the parties, and no understanding or obligations which are not expressly set forth therein shall be binding upon them. No modification amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties. This Agreement may be signed in counterparts. Fax, e-mail and other types of electronic signatures are equally binding as originals.