

# Customer Participation Agreement

**Customer Name:** \_\_\_\_\_

**Residence Address:** \_\_\_\_\_

**PG&E Electric Service Agreement ID\*:** \_\_\_\_\_

**PG&E Gas Service Agreement ID\*:** \_\_\_\_\_

- We have been living in this residence for more than 1 year
- We expect to stay at this residence for the next two years
- We have a Solar System on site: System Production \_\_\_\_\_ kW
- We have an Electric Vehicle on site       EV has more than 1 year at this residence

***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)

*\*These are found on the pages of your bill "Details of Electric Charges" and "Details of Gas Charges"*

## Terms and Conditions To Participate in Comfortable Home Rebates Program

1. Eligibility requirements for projects in Comfortable Home Rebates must be for a qualified service and the Project's meter must be charged the public purpose fund surcharge. Project implementation is subject to all California Public Utility Commission (CPUC) regulatory mandates, the Program rules and policies which may change without notice, Project measures have not been replaced within the last 2 years, and any other eligibility requirements as required by PG&E.
2. In order to be eligible to receive a rebate under this program I understand that I (a) must be a customer of Pacific Gas and Electric Company (PG&E) with an active electric meter serviced by PG&E, and (b) must live in a single-family or two- to four-unit residence with an AC unit installed at the property. I further understand that, in addition to meeting the criteria above, I must also have an active Electric Service Agreement and account with PG&E at the time the Quality Maintenance (QM) Services are rendered and completed. I understand that if I am having my QM services performed at more than one residence, I must complete this Application and have my contractor submit a separate Application for each individual address and Service Agreement ID number. In this application, the term "perform measures" shall mean the HVAC QM service was completed per the program standards.
3. I understand the program term is January 1, 2020, through December 1, 2022 (the "program term"). Qualifying new measures performed during the program term may be eligible for a rebate. I understand the program offerings and rebate amounts may change during the program term. Resale products, rebuilt, rented, received from warranty or insurance claims, exchanged, won as a prize, or new parts installed in existing products, do not qualify. The Program may be extended, modified or terminated without prior notice, and the payment of rebates is subject to the availability of program funding. To be eligible to receive a rebate, an Application with required documentation must be submitted by my contractor and received by Franklin Energy no later than 60 calendar days following the installation date of the measures or the expiration of the program term.
4. I understand my contractor is responsible for submitting this Application to Franklin Energy. I further understand that it is my responsibility to confirm that my contractor properly completes the application and submits it to Franklin Energy within the period set forth above in Section 2. Unless an application is selected for verification, a rebate check is generally mailed six to eight weeks after Franklin Energy receives a completed application from a contractor. I understand an incomplete application cannot be processed for payment and will be delayed.
5. I will allow, if requested, a representative from PG&E, the CPUC, or any authorized third-party reasonable access to my property to verify the contractor's work before a rebate is paid. I understand that a rebate will not be paid if I refuse to participate in any required verification. The verification of installation must be scheduled within 30 days of customer contact by PG&E or Franklin Energy.
6. I understand I cannot receive a rebate for the same measures from more than one California investor-owned utility or third-party energy-efficiency program offering rebates, financing or other rebates funded with CPUC Ratepayer funds. Products discounted by PG&E at the point of sale are not eligible for additional rebates under this program.
7. I understand that incentives are paid on a first-come, first-served basis until depleted and are provided as directed by the CPUC. Incentives may not exceed Project costs.
8. I understand that PG&E and its contractors 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 Application and expressly disclaims any such representation, warranty or liability. I agree to indemnify PG&E, its affiliates, subsidiaries, parent company, officers, directors, agents, employees, and contractors against all loss, damage, expense, fees, costs and liability arising from any measures installed.
9. I understand that all Application information provided must be true and correct. Information determined to be fraudulent or misleading will result in the rebate being disqualified.
10. I understand that California consumers are not obligated to purchase any full-fee service or other service not funded by this Application. This Rebate Application is funded by California utility Ratepayers under the auspices of the CPUC.
11. As the customer, both myself and the Implementer agree all equipment installation and work performed must comply with all federal, state laws, safety requirements and applicable manufacturer instructions pursuant to this Application.
12. I understand that these terms and conditions can be modified anytime by the CPUC. All information, results, reports, energy usage data, or other related documentation shall be made available to the CPUC upon request.
13. I agree to share energy usage data with PG&E and its contractor Franklin Energy for the purpose of verifying savings from the measures that are either installed or maintained through the program. I authorize PG&E to provide electrical and gas billing information for the my residence to Franklin Energy and the Program's contractors for evaluation purposes for a period of no more than two years following project completion and for the 12 months before program measures were.
14. I understand that for customers with an existing onsite cogeneration or self-generation, incentives energy savings in these instances are limited to the Customer's previous 12-month quantity annual energy usage kW, kWh and therm savings purchased from or delivered by the utility on the meter(s), serving the measures to be installed under this Application.
15. I understand that if I have an electric vehicle (EV), the vehicle must have been in service in my home for 12 months prior to program participation so as to be included in the "baseline", or comparison year.
16. Franklin Energy's use of the Customer's data resulting from this Rebate Program shall be for the Program's purposes only, will be kept confidential and complies with PG&E data security requirements, PG&E's Privacy Policy and PG&E's Notice of Accessing, Collecting, Storing, Using and Disclosing Energy Usage Information at <http://www.pge.com/en/about/company/privacy/index.page> and as required under its contract with PG&E.
17. **NOTE: FOR APPLICANTS WHO ARE TENANTS:** I understand I am solely responsible for obtaining the property owner's written permission in advance of the installation of the product for which I am applying for a rebate payment. My signature on this Application indicates I have obtained this written permission and will submit proof of permission upon PG&E's request.