



Hotel - Motel
Participation Agreement

Conservation Services Group
6161 El Cajon Blvd B-524
San Diego, CA 92115-3987
Office: (888) 369-1608
Fax: (888) 369-1621

Company Name _____ Payee Name (if different) _____

Contact Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____

Cell Phone _____

Tax Status _____

E-Mail Address _____

Tax ID Number _____

Program Requirements

- Post Inspection
- Payee to Provide:
- Permit Number & Copy on Request (Equipment replacement Only)
 - Statement of Energy Performance (EPA)
 - Completed W-9
 - Completed Application

Payee Instructions

I am directing CSG to make all checks covered under this agreement payable to:

Mail Checks to the Attention of:

(Attach W-9 for payees covered under this agreement or send W-9 with applications).

Limitations: (Complete if the payee instructions are limited to specific projects or payees.)

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE PREMIUM COOLING PROGRAM AND WILL COMPLY WITH ALL PROGRAM REQUIREMENTS. I CERTIFY THAT THIS INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT.

Signature (Contractor) _____ Date _____ Signature (Payee if different) _____ Date _____

Terms and Conditions

I. Qualifying HVAC Systems

I understand that only new high-efficiency commercial HVAC systems or program-authorized controllers installed between April 1, 2010 and December 31, 2012 that meet the following requirements are eligible for an incentive: (1) The HVAC unit(s) or approved controllers or energy management systems must be in San Diego Gas & Electric Company (SDG&E®) service area at a commercial facility that has an active meter and receives electric service from SDG&E. Incentives will only be paid for qualifying equipment installed in buildings that were built before January 1, 2005.

(2) **High Efficiency Commercial HVAC system(s) must meet minimum SEER and EER ratings commensurate with Cooling Capacity as follows:** Three-phase equipment: < 65,000 kBtu must meet a minimum **14 SEER or higher**; 65,000 - 134,000 kBtu must meet a minimum **11.5 EER or 11.9 IEER**; 135,000 - 239,000 kBtu must meet a minimum **11.5 EER or 11.9 IEER**; 240,000 - 760 kBtu must meet **10.8 EER** or higher. Single-phase commercial equipment < 65,000 kBtu must meet **14 SEER or higher. PTAC/PTHP units must meet 11.8 EER or higher. See current Incentive Schedule for details.** Model number must be on the contract/invoice/work order. SEER and EER can generally be found on the manufacturer specification sheet.

(3) The HVAC system must not have received any funds for the same service and/or same account from any other end user energy conservation program funded by the Public Goods Charge Fund, the California Energy Commission (CEC) or the California Public Utilities Commission (CPUC), unless the Conservation Services Group (CSG) Program Manager has advised that one of the limited exceptions to this rule applies. Only new HVAC systems that have not received the same service in six (6) year(s) are eligible. **ONLY ONE EQUIPMENT INCENTIVE WILL BE PAID PER A/C UNIT.** That incentive will be paid to the PAYEE designated on this form. All incentives applied for under this agreement will be paid to the PAYEE designated above.

(4) Resale products, products leased, rebuilt, rented, received from warranty insurance claims, exchanged, won as a prize, or new parts installed in existing appliances **do not qualify.**

(5) **AHRI Reference Numbers.** To qualify for a rebate, a split HVAC system must have a corresponding Air-Conditioning, Heating, and Refrigeration Institute (ARI) certification number. AHRI certification numbers may be obtained by accessing their website at www.ahridirectory.org.

II. General Terms and Conditions

(1) I agree to indemnify, defend, and hold harmless CSG and SDG&E and the employees, directors, and officers of each from any claims of any kind, including attorney fees, arising out of or connected in any way with any act or omission of my company, its employees, agents or subcontractors of any tier, in the performance or nonperformance of services as a part of the Program.

(2) I understand that my relationship with CSG, SDG&E, and to the Program is set forth in this Participation Agreement, and is limited to the terms of this Agreement. I understand and agree that CSG's and SDG&E's liability in this Program shall be limited to the payment of earned monetary incentives. Under no circumstances shall CSG or SDG&E be liable for any further amounts in connection with the Program under any legal theory including any special, consequential, incidental or indirect damages.

III. Payment Terms and Requirements

(1) I am responsible for meeting all program requirements and complying with all state/county/city/government requirements regarding local conditions, restrictions, codes, ordinances, rules and regulations concerning the installation of HVAC systems performed in conjunction with this Program. Customers applying for incentives through this program **MUST** reserve equipment in advance, notify contractors that they intend to be the payee of utility incentives and negotiate discounts at time of bid.

(2) I understand that the program may be modified without prior notice and in installations where calculated energy savings are significantly below than program targets the rebate amounts offered may be pro-rated. In the event that rebate amounts change for products offered during the program period, the order/purchase date will be used to determine product eligibility and the application submission date will be used to determine rebate amount.

(3) I understand that a rebate will not be paid if I do not comply with the processing requirements of the program, refuse to participate in required quality assurance and verification activities, submit erroneous or incomplete data, or fail to meet any of the program terms and conditions identified here.

(4) I understand that I must provide proof that HVAC equipment has been properly installed in accordance with program requirements, including Benchmarking requirements as applicable. See Benchmarking announcement for details. I also agree to maintain the installed units (no removal, disabling, or re-sale) for ten years.

(5) I understand that I or my designated payee will be paid incentives within 4-6 weeks of submittal and inspection, commencing with the receipt and initial verification of each complete application package, and that I must submit my applications by mail, fax, or electronically in formats prescribed by CSG for payment. All incentive applications for the 2010 program year must be submitted by January 7, 2011, and any applications received after December 31, 2012 will not be processed. Incomplete application materials will not be processed.

(6) I further understand that CSG is entitled to a prompt refund from the Payee of any and all rebate amounts for Qualifying Equipment that fails verification, whether resulting from inaccurate information provided on the application, ineligible or non-matching equipment, or failures arising from improper installation or non-installation.

(7) I understand that program funds are limited and disbursed on a first-come, first-served basis. CSG will not be responsible for paying incentive applications received or corrected after funds have been exhausted.

IV. Reasonable Access and Verification

I understand that I must ensure that program personnel have reasonable access to Customer Sites for inspections, and/or measurement and evaluation activities. SDG&E may conduct random inspections to verify that the reported energy efficiency measure has been installed. In order to pass inspection, the equipment must be installed at the location indicated and verified as new equipment, with the exact model number as reported in the Application. Contractors are responsible for submitting accurate and exact customer addresses and customer contact information. Incorrect addresses may result in all equipment at the location failing inspection.

The Premium Efficiency Cooling Program is funded by California utility customers and administered by San Diego Gas & Electric Company (SDG&E®) under the auspices of the California Public Utilities Commission, through a contract awarded to Conservation Services Group. California customers who choose to participate in this program are not obligated to purchase any additional services offered by the contractor. The trademarks used herein are the property of their respective owners.