



333 W El Camino Real, Suite 330 | Sunnyvale, CA 94087 | SVCleanEnergy.org

Small and Medium Business Rebate Participant Agreement

This Participant Agreement ("Agreement") between Silicon Valley Clean Energy ("SVCE") and "Applicant" outlines the terms and conditions of the Small-to-Medium Business (SMB) Rebate Program ("Program") offered by SVCE. Please keep a copy of this document for your reference. All qualifying products that are eligible for rebates are listed in the Equipment Specifications document. Rebates are available on a first-come, first-served basis.

Applicant Acknowledgements and Certifications

1. The location where the product will be installed is associated with an active commercial SVCE account that is in good standing.
2. I understand the property must be existing and not new construction.
3. I understand that the property can't consume more than 1,000,000 kWh annually and can't consume more than 40,000 therms annually.
4. I understand that the product installed must be new and be listed as a qualifying product in the Equipment Specifications document.
5. I understand the equipment must remain installed and operational for at least five (5) years.
6. I agree to remove the original gas appliance and cap or remove the existing gas line if upgrading to a Heat Pump Water Heater or Heat Pump HVAC system and understand that dual-fuel sources are ineligible.
7. I will comply with PG&E service or panel upgrade or gas meter removal requirements, if applicable.
8. I will comply with all permitting and inspection rules and regulations for the installation set by the local Authority Having Jurisdiction.
9. I agree to comply with the Equipment Specification document.
10. I agree to provide access to SVCE to the equipment for two (2) years.
11. I agree to provide feedback about the process and experience via email or online survey.
12. I agree to provide a testimonial and photos which can be made public.
13. I agree to submit proof of costs, installed appliance photos, and final permits prior to receiving a rebate.
14. I intend to continue to receive SVCE's generation service at the location where the product(s) are to be installed for a minimum of five (5) years from the date of installation.
15. I understand that work funded by this Program is subject to the payment of prevailing wage and you and any subcontractors shall be fully responsible for complying with the requirement to pay prevailing wages.
16. I understand that the rebate limit is \$20,000 per property or \$30,000 if the property is a certified non-profit business (501©(3) status) or a school.
17. I understand that after installation, the property owner is the owner of the installed product(s).
18. I understand that I am solely responsible for all costs associated with the installation of the installed product(s) beyond the rebate amount. SVCE will not pay for installation costs or any upgrades to electrical systems or any other costs required to install the product(s). I also understand that if the product(s) costs are less than the rebate amount, the rebate paid to me will not exceed the product(s) costs.



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19. I understand that I must disclose any rebate or incentive I receive from another entity for the same equipment for which I am applying for an SVCE rebate, and that I may not receive rebates that total more than the total cost of the equipment and electrical infrastructure.
20. I understand that other than the rebate, I will not receive payment or compensation for participation in the Program.
21. I understand that I can elect to make the rebate payable directly to the contractor that installed the product(s).
22. I understand that SVCE's rebate may be considered income and may be taxable. SVCE is not responsible for any tax liability or determining whether a tax liability exists.
23. I understand that my rebate reservation is active for 90 days and that if my project is not completed within that timeframe, rebate funds may no longer be available.
24. I understand that I may not install equipment prior to receiving a reservation number (planning work is OK).
25. This Agreement is personal to Applicant. I understand that I may not assign or transfer rights or delegate obligations under this Agreement.
26. I understand that SVCE makes no representations or warranties, express or implied, regarding the design, construction, installation, reliability, performance, operation, maintenance, or any use of the product(s) discussed, selected, rejected, purchased, or otherwise considered by me. SVCE hereby expressly disclaims all warranties, whether express, implied, oral, or written, statutory, or otherwise, regarding any subject matter of this Agreement. Any decisions regarding the selection, design, purchase, installation, use, and operation of any product or product(s) or consideration or selection of any installer or contractor shall be at the sole discretion and are my sole responsibility.
27. I understand that SVCE and its authorized representatives shall not be liable for personal injury, property damage or other liabilities arising out of or in any way related to the installation or use of the product(s), nor for any special, incidental, indirect, consequential or secondary damages, or for the loss of profit, revenue, or data even if SVCE and its authorized representatives shall have been advised of the possibility of such potential loss or damage.
28. I understand that SVCE reserves the right to modify or terminate this Program, in whole or in part, at any time and for any reason without prior notice.
29. I understand that SVCE may waive any sections in the Agreement at its sole discretion.
30. I understand that SVCE or its authorized representatives may access data records in order to evaluate and measure the efficacy of the Program. Data may include historical and future utility data, historical and future billing data, electricity consumption data, demographic data, survey data, permit data, and data associated with the cost and process of installation. All data will be held confidentially and will be used by the SVCE or its authorized representatives for Program operation and analysis purposes only.
31. If I fail to comply with this Agreement, as determined by SVCE, I agree to repay the award in an amount determined by SVCE within 30 days of written notice by SVCE.
32. I understand that this Agreement shall be interpreted and enforced in accordance with the laws of the State of California, with venue in Santa Clara County, without reference to its principles on conflicts of laws.
33. I agree that except as expressly set forth to the contrary herein, I assume all risks, known and unknown, associated with and arising out of the product(s), installation



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- and use of the product(s), and the contractor installer's, SVCE's and its authorized representatives' performance of obligations under this Agreement.
34. I expressly waive all claims and release SVCE and its authorized representatives therefrom that I may have or in the future may obtain against SVCE and its authorized representatives and agree further to hold SVCE and its authorized representatives harmless and to indemnify same against any and all claims brought against them arising from or in any way related to the product(s), its installation or use, and SVCE and its authorized representatives performance under this Agreement, excepting only such claims as may arise from their sole negligence or willful misconduct. I expressly waive the provisions of California Civil Code section 1542, which provides:
"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
 35. I certify that the information that I have supplied to SVCE is true, accurate and complete and that I will inform SVCE if any information changes.
 36. I certify that I have not received a SVCE rebate for the same product(s) before.
 37. I certify that I have determined that it is feasible to install and operate the product(s) and participate in the Program and that I obtained necessary permission to install and operate the product(s) and participate in the Program from all necessary parties, including, but not limited to, any property manager and/or homeowners association.
 38. I certify that I am authorized to submit this Application on behalf of the project listed herein.
 39. I have thoroughly and carefully read and understand and agree to these Participant Program Terms and Conditions set forth in this Agreement.