



333 W El Camino Real, Suite 330 | Sunnyvale, CA 94087 | [SVCleanEnergy.org](http://SVCleanEnergy.org)

## FutureFit Fundamentals Incentives Participant Agreement

This Participant Agreement ("Agreement") between Silicon Valley Clean Energy ("SVCE") and "Applicant" outlines the Terms and Conditions of the FutureFit Fundamentals Program ("Program") offered by SVCE. Please keep a copy of this document for your reference. Appliances eligible for incentives are listed in the [Appliance Specifications](#) document. Incentives are available on a first-come, first-served basis.

### Applicant Acknowledgements and Certifications

1. I agree to participate in Program online surveys, upon email request, and to respond to the communications regarding the Program.
2. I agree to provide testimonials or interviews, provide visual materials (photos, videos, etc.), allow a photo to be taken, and contribute to other marketing and promotional activities related to the Program.
3. I understand that other than the incentive(s), I will not receive payment or compensation for participation in the Program.
4. I understand that SVCE's incentive(s) may be considered income and may be taxable. SVCE is not responsible for any tax liability or determining whether a tax liability exists.
5. This Agreement is personal to Applicant. I understand that I may not assign or transfer rights or delegate obligations under this Agreement.
6. I understand that SVCE makes no representations or warranties, express or implied, regarding the training materials provided for my review and the design, construction, installation, reliability, performance, operation, maintenance, or any use of the appliance(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 appliance(s) or consideration or selection of any installer or contractor shall be at the sole discretion and are my sole responsibility.
7. 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 application of the training materials or the installation or use of the appliance(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.
8. 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.
9. I understand that SVCE may waive any sections in the Agreement at its sole discretion.
10. 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. I understand that SVCE will aggregate and anonymize my data for the purposes of publishing case studies and reports to facilitate the advancement of building decarbonization.



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11. I understand that the terms and conditions set forth in this Agreement apply for all application packages submitted on or after 6/25/2023. If I fail to comply with this Agreement, as determined by SVCE, I agree to repay the incentive(s) in an amount determined by SVCE within 30 days of written notice by SVCE.
12. 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.
13. 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 training and the appliance(s), installation and use of the appliance(s), and the contractor installer's, SVCE's and its authorized representatives' performance of obligations under this Agreement.
14. 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 training or appliance(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."
15. 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.
16. I certify that I am authorized to submit this Application.
17. I have thoroughly and carefully read and understand and agree to these FutureFit Fundamentals terms and conditions set forth in this Agreement.

#### **Training Incentive**

18. I understand that I must complete the FutureFit Fundamentals video training course in its entirety in order to be eligible for the Training Incentive of \$500.

#### **Collaboration Bonus**

19. I understand that I must have received a FutureFit Fundamentals Training Incentive to be eligible for a Collaboration Bonus.
20. I understand that I am able to receive a Collaboration Bonus of \$500 for each HPWH and HP HVAC installed for a customer who receives a SVCE FutureFit Homes rebate after 8/18/2023.
21. I understand that I cannot claim the Collaboration Bonus for myself in if I receive the Installation Incentive OR through the FutureFit Homes Program.
22. I understand that if multiple contractors who have completed the FutureFit Fundamentals video training course work on a project together, each contractor is eligible for a Collaboration Bonus.
23. I understand that I can receive up to \$5,000 per calendar year total in Collaboration Bonuses.

#### **Installation Incentives**

24. I understand that I must have received a FutureFit Fundamentals Training Incentive to be eligible for an Installation Incentive.
25. The location where the appliance(s) will be installed is associated with an active SVCE account that is in good standing.
26. The location where the appliance(s) will be installed is a single-family home, accessory dwelling unit (ADU), or multi-family building (4 units or fewer) located in one of the 13



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communities in Santa Clara County that SVCE serves. (See Jurisdictions at page bottom of page).

27. I understand that I must own the residence.
28. I am eligible to receive one incentive for each appliance listed in the Appliance Specifications.
29. I understand that I can receive a maximum incentive of \$3,500 without an electric service panel upgrade, or up to \$5,000 with an electrical service panel upgrade.
30. I understand that only appliance(s) with the start-of-installation date on or after the date that I have received my reservation number are eligible for an incentive.
31. I will comply with PG&E service or panel upgrade or gas meter removal requirements, if applicable.
32. I will comply with all permitting and inspection rules and regulations for the installation set by the local Authority Having Jurisdiction.
33. Only eligible appliances, as listed in the Program's Appliance Specifications, qualify for Program incentives.
34. After installation of the appliance(s), I agree to keep the appliance(s) installed and operational for a minimum of five (5) years.
35. I agree, at mutually agreeable times, to provide SVCE and its authorized representatives access to the property for verification of appliance operation or other follow-up activities for two (2) years from receipt of incentive funds.
36. I understand that eligible water heater appliance(s) includes gas or electric resistance appliance(s) upgraded to an electric heat pump version during a simple swap-out of appliance(s) or during any scale of remodel/renovation. Installations at new construction (where there is no existing gas service/infrastructure to the building) do not qualify, such as new subdivisions or detached accessory dwelling units ("ADUs").
37. I understand that after installation, I own the appliance(s).
38. I intend to continue to receive SVCE's generation service at the location where the appliance(s) is to be installed for a minimum of five (5) years from the date of installation.
39. I understand that the appliance(s) installed in this Program must be new and cannot have been in operation prior to this installation.
40. I understand that I must remove the original gas appliance if upgrading to a HPWH or HP HVAC system in order to receive the incentive. Dual fuel sources void qualification.
41. I understand that I must submit proof of project costs including cost details for each pre-wired circuit if applicable, photos of the newly installed appliance(s), documentation of gas meter removal, and the final permit document signed and dated by the city or county (whichever is the relevant jurisdiction) inspector in order to claim incentive(s). SVCE will not issue an incentive until all documentation has been received.
42. I understand I am solely responsible for all costs associated with the installation of the appliance(s) beyond the incentive amount. SVCE will not pay for installation costs or any upgrades to electrical system or any other costs required to install the appliance(s) in excess of the incentive amount. I also understand that if the appliance(s) and installation costs are less than the incentive amount, the incentive paid to me will not exceed the appliance(s) and installation costs.
43. I understand that appliance incentive(s) may not be combined with any other incentives from SVCE for the same or similar appliances.
44. I certify that I have not received a SVCE incentive for the same appliance before.
45. I understand that my incentive reservation is active for 90 days and that if my project is not completed within that timeframe, incentive funds may no longer be available.
46. I certify that I have determined that it is feasible to install and operate the appliance(s) and participate in the Program and that I obtained necessary permission to install and operate the appliance(s) and participate in the Program from all necessary parties,



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including, but not limited to, other property owner, property manager, and/or homeowners association.