



energy innovation  
integrity

**SEND TO:**

Enovity, Inc.  
ATTN: Boiler Efficiency Program  
100 Montgomery Street, Suite 600  
San Francisco, CA 94104-4331

**Fax:** 415-974-0399

**Email:** BoilerEfficiency@enovity.com

**For additional information, contact:**

Boiler Efficiency Program  
415-983-3648  
BoilerEfficiency@enovity.com  
www.BoilerEnergyEfficiency.com



*Pacific Gas and Electric Company supports a variety of companies promoting energy efficiency through funding by public goods funds. Enovity is working with PG&E to support our customers by assisting their efforts in energy efficiency.*

**For Enovity Use Only:**

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# BOILER EFFICIENCY PROGRAM

## PROGRAM PARTICIPATION AGREEMENT

### FACILITY INFORMATION

Facility Name \_\_\_\_\_

PG&E Customer of Record \_\_\_\_\_

Facility Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

PG&E Service Agreement Identification (SAID) Number (s) - located on utility bill

Natural Gas \_\_\_\_\_

Electric \_\_\_\_\_

Primary Facility Use \_\_\_\_\_

PG&E Account Representative \_\_\_\_\_

Existing Boiler Contractor \_\_\_\_\_

How did you hear about the Program? \_\_\_\_\_

### CONTACT INFORMATION

Primary Contact \_\_\_\_\_

Company \_\_\_\_\_

Title \_\_\_\_\_

Email Address \_\_\_\_\_

Primary Phone \_\_\_\_\_ Secondary Phone \_\_\_\_\_

Secondary Contact \_\_\_\_\_

Company \_\_\_\_\_

Title \_\_\_\_\_

Email Address \_\_\_\_\_

Primary Phone \_\_\_\_\_ Secondary Phone \_\_\_\_\_

### BOILER INFORMATION

**BOILER 1:**

Size \_\_\_\_\_  Steam  Hot Water  Thermal Fluid Heater

System Pressure (If steam) \_\_\_\_\_

**BOILER 2:**

Size \_\_\_\_\_  Steam  Hot Water  Thermal Fluid Heater

System Pressure (If steam) \_\_\_\_\_

**BOILER 3:**

Size \_\_\_\_\_  Steam  Hot Water  Thermal Fluid Heater

System Pressure (If steam) \_\_\_\_\_



## PROGRAM PARTICIPATION AGREEMENT

### ENERGY EFFICIENCY OPPORTUNITIES

If known, what are the specific energy efficiency opportunities you would like evaluated for this facility?

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If energy efficiency opportunities are found at your facility, what is the required payback to implement?

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Do you currently have funds available to implement energy efficiency upgrades? If so, how much is available?

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Are there any other restrictions or budgeting time frame requirements?

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### AGREEMENT

The purpose of this Program Participation Agreement (“Agreement”) is to confirm and document the customer signing below (“Customer”) is interested in participating in some or all of the evaluation activities (“Evaluation”) of Enovity, Inc.’s (“Enovity”) Commercial Industrial Boiler Efficiency Program (“Program”). Evaluation activities include, but are not limited to, pre- and post-installation field facility and equipment surveys, short-term equipment monitoring, review and analysis of electricity and/or natural gas bills, interviews of facility staff, energy savings calculations, capital cost estimates, estimates of incentives, verification of the installed project, and reporting. This Agreement does not commit the Customer to install any specific energy efficiency measure(s) (“Project”). Complete details of the participation requirements and activities can be found in the Program’s Terms and Conditions.

As used throughout this document, Enovity and Customer are individually referred to as “Party” and collectively as “Parties”.

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The following terms will govern this Evaluation:

### CUSTOMER UNDERSTANDS, ACKNOWLEDGES, AND AGREES:

1. **Permission:** To permit Enovity staff, PG&E, and its agents to visit and monitor the facility (“Facility”) described on page 1 of this Agreement, for the purpose of performing Evaluation activities.
2. **Access:** To permit Enovity reasonable access to and egress from the Facility during normal business hours to carry out the work of the Evaluation, and to direct Customer’s employees and contractors to cooperate with Enovity to conduct the Evaluation. Such cooperation includes discussing Facility operations and equipment with Enovity as long as these discussions and site activities do not significantly impact normal facility operations.
3. **CPUC Authority to Modify:** This Application shall at all times be subject to changes or modifications by the California Public Utilities Commission (“CPUC”) as it may from time to time direct in the exercise of its jurisdiction.
4. **Program Dates:**
  - The Program runs from January 1, 2010 through December 31, 2012.
  - This Program has limited funding, and Customers will be served on a first-come, first-served basis until allocated funds are depleted.
  - This Program may be modified or terminated without notice.
  - The terms and conditions for receiving a cash incentive under this Program will be based on Project(s) being installed and fully operational by November 15, 2012. All Project(s) must be verified and incentives paid prior to December 15, 2012.
5. **Eligibility:**
  - Customer must receive electric and/or gas distribution services from Pacific Gas and Electric Company (PG&E) and pay the Public Goods Charge and/or Public Purpose Program Surcharges as part of their bill.
  - Facility must have a boiler system.
  - Facility must be one of the following facility types: manufacturing; food manufacturing or processing; beverage manufacturing; pharmaceutical and medicine manufacturing; computer and electronic product manufacturing; aerospace product and part manufacturing; single or multi tenant office; medical or diagnostic laboratory; hospital; junior college; university or professional school; hospitality; industrial laundry; or public administration.

6. No Double Dipping:
  - Customer cannot receive incentives for the same product, equipment or service from more than one California investor-owned utility or third party energy efficiency program offering incentives for the same product, equipment, or service funded with CPUC Public Goods Charge funds.
  - Customer agrees not to apply for or receive any incentives, rebates, or services for the same energy efficiency project from another utility or from any state or local program.
7. Equipment Ownership: Customer has no ownership, interest or title in monitoring equipment installed (if any) and shall permit removal of any monitoring equipment installed by Enovity for the purposes of this Evaluation.
8. Qualifying Equipment: Customer is solely responsible for checking the product/equipment specification to make sure that all requirements are met. New products ordered, purchased and installed prior to January 1, 2010 do not qualify for an incentive, unless an incentive agreement was previously issued. Resale products, products leased, rebuilt, rented, received from warranty or insurance claims, exchanged, won as a prize, or new parts installed in existing products do not qualify.
9. Detailed Evaluation: In order to qualify for custom incentives, a Detailed Evaluation must be completed by Enovity to quantify projected savings. Once the Detailed Evaluation is completed, the Customer will be issued a Detailed Evaluation Report and a Project Installation Agreement. Once the Project Installation Agreement is issued, Customer can purchase specified equipment for the energy efficiency project.
10. Payment of Incentives: Upon completion of the Project, Enovity will conduct a post-installation inspection and/or measurement and verification and issue a final Verification Report. Once Enovity is satisfied that the project is installed as outlined in the Project Installation Agreement and achieving savings, and the Verification Report has been reviewed and approved, an incentive check will be issued to the Customer or Customer designated payee. Incentives will be paid based on verified savings.
11. Incentive Rates: Incentive rates under this Program shall be paid as follows:
  - Electric Measures: \$0.09/kWh and \$100/kW
  - Gas Measures: \$1.00 per therm
  - Incentive capped at 50% of incremental project cost
12. Submittal Requirements: To provide necessary Project documentation as requested to Enovity including, but not limited to; utility bill data, data necessary to quantify potential energy savings such as equipment runtime, purchase orders or construction contracts, final project invoices, etc.
13. Advertising: Not to use the names, identifying characteristics, logo, service mark or trademark of Enovity or PG&E for advertising, sales promotion or other publicity without the Enovity or PG&E's written approval.
14. Confidential Information: To identify any confidential information that should not be used in part of Enovity's Evaluation report(s).
15. If Tenant: If the Facility is under lease, the owner's tenant who controls the Facility, by executing this agreement, assumes the right and obligations of the Owner hereunder.
16. If Property Manager: If the Facility is managed by a Property Manager, the Owner's Property Manager who controls the Facility, by executing this agreement, assumes the rights and obligations of the Owner hereunder.

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## ENOVITY AGREES:

17. Customer Convenience: To coordinate visits to the Facility with the Customer, so as to minimize any disruptions or inconvenience to the Customer.
18. Installation: To install, operate and maintain any test or monitoring equipment necessary for the Evaluation in a manner that is acceptable to the Customer.
19. Costs: To bear all of the actual Enovity costs associated with performing the Evaluation.
20. Compliance with Laws: To comply with all federal, state, and municipal codes, acts, laws, ordinances, statutes, rules, orders, and regulations, which apply to its actions at the Facility or to the Evaluation.
21. Advertising: Not to use the names, identifying characteristics, logo, service mark or trademark of the Customer's Facility for published project reports (except to fulfill reporting requirements to PG&E and/or the CPUC), advertising, sales promotion or other publicity without the Customer's written approval.
22. Confidentiality: Not to use, disclose or allow to be disclosed at any time, either prior to or after the termination or completion of this Agreement, without Customer's prior express written consent: any confidential or proprietary information or trade secret regarding Customer's products, business, Customers, processes, techniques or operations learned by Enovity incident to its performance hereunder.
23. Removal: To remove monitoring equipment (if any) upon completion of the Evaluation, and to leave the Facility in substantially the same condition it was prior to the Evaluation.

## BOTH PARTIES AGREE:

24. **Incidental and Consequential Damages:** Enovity is receiving funds from PG&E for this Evaluation, but the Parties acknowledge and agree that PG&E is not liable to any Party for any losses or damages, including incidental or consequential damages, arising from or relating to this Agreement. Neither Party shall be liable to the other for any consequential, exemplary, special, incidental or punitive damages, including without limitation lost profits, even if such damages are foreseeable or the damaged party has been advised of the possibility of such damages and regardless of whether any such damages are deemed to result from the failure or inadequacy of any exclusive or other remedy.
25. **Indemnification:** Each Party (each an "Indemnitor" hereunder) shall indemnify, hold harmless and defend the other and PG&E, and their affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees (each an "Indemnitee" hereunder), from and against any and all claims, demands, losses, suits, damages, costs, expenses, and liability (legal, contractual, or otherwise) to the extent arising out of or relating to (i) any negligent act, error, or omission of the Indemnitor, or (ii) any wrongful misconduct of Indemnitor, except to the extent that the losses or damages arise from an Indemnitee's sole negligence or willful misconduct. Additionally, Customer shall indemnify, hold harmless and defend Enovity and PG&E, and their affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against any and all claims, demands, losses, suits, damages, costs, expenses, and liability (legal, contractual, or otherwise) to the extent arising out of or relating to any actual or alleged infringement or violation by Customer of any patent, trademark, copyright or other intellectual property or proprietary right or any unfair competition relating to the equipment, services and any other deliverables provided by Enovity or PG&E.
26. **Responsibility of Project:** Enovity's, PG&E's and/or its consultant's review of the design, construction, operation or maintenance of the Project does not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the Project. The Installing Contractor is solely responsible for the economic and technical feasibility, operational capability and reliability of the Project.
27. **Term of Agreement:** The term of this Agreement shall cease no later than December 31, 2012.
28. **Termination:** Either Party shall have the right to terminate this Agreement at any time. In the event of termination, Enovity shall be granted access to the Facility in order to remove any Enovity installed monitoring equipment. Furthermore, the provisions of this Agreement regarding use of names and ownership shall remain in force following termination.
29. **Ownership of Information:** Enovity may provide the Customer with information about its findings regarding this Evaluation, but Enovity shall have all ownership rights, including exclusive copyright ownership, in all data, reports, research results, summaries, information, or other written, recorded, photographic or visual materials (hereinafter "Information") produced and collected, exclusively by Enovity, during the term of this agreement.
30. **General:** This Agreement shall be binding upon and inure to the benefit of any successors, transferees, heirs and assigns of the Parties. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party, except as otherwise provided by this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of laws of another jurisdiction.
31. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement.

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California consumers are not obligated to purchase any full-fee service or other service not funded by this Program. This program is funded by California utility ratepayers under the auspices of the California Public Utilities Commission (CPUC.)

Los consumidores en California no están obligados a comprar servicios completos o adicionales que no esten cubiertos bajo este programa. Este programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).



# PROGRAM PARTICIPATION AGREEMENT

## AGREED AND ACCEPTED:

### Customer

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Enovity

Name: Joy Ulickey  
 Title: Project Manager  
 Address: 100 Montgomery Street, Suite 600  
 City: San Francisco  
 State: California Zip: 94104  
 Phone: (415) 974-0390 ext. 135  
 Email: JUlickey@enovity.com  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CUSTOMER TAX INFORMATION:

### Tax Status

- Individual/Sole Proprietor     Corporation     Non-corporation     Exempt (tax exempt non-profit)

Federal Taxpayer ID if Customer is Individual/Sole Proprietor or Non-corporation \_\_\_\_\_

The value of incentives and rebates provided under this Program are taxable. Enovity will report incentives and rebates greater than \$600 to the IRS on Form 1099, unless customer is exempt. Please consult a tax advisor concerning the taxability of incentives and rebates. The PG&E customer of record is solely responsible for any taxes imposed as a result of receipt of incentives and rebates from this Program. A 1099 will be issued for the customer, regardless of who the payee is.