



Agriculture and Food Wastewater Energy Program

Access Agreement

INTRODUCTION

This agreement is between BASE Energy, Inc. (called "Implementer" hereafter) and

_____ (Owner).

As used throughout this document, Implementer and Owner are individually referred to as "Party" and collectively as "Parties". Implementer intends to help Owner with implementation of energy efficient technologies/processes in its wastewater effluent processing. Description will constitute "Project". Owner grants access to the location, described below as "Facility".

_____ (Facility location).

The Owner agrees to grant Implementer access to that Facility for the purposes of this Project.

Implementer is receiving funds from PG&E for this Project, but Parties agree that PG&E is not liable to either Party for any losses or damages, including incidental or consequential damages, arising from this Agreement.

The following terms will govern this Project:

Implementer AGREES:

1. **Owner Convenience.** To coordinate visits at the Facility with the Owner, so as to minimize any disruptions or inconvenience to the Owner.
2. **Installation.** To install, operate and maintain any testing or monitoring equipment necessary for the Project in a manner that is acceptable to the Owner.
3. **Costs.** To bear all of the actual costs associated with assisting the Customer implementation of the Project.
4. **Compliance with Laws.** To comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to its actions at the Facility or to the Project.
5. **Confidentiality.** Not to use the names or identifying characteristics of the Owner or Owner's Facility for published project reports, advertising, sales promotion or other publicity without the Owner's written approval.
6. **Removal.** To remove its equipment upon completion of the Project, and to leave the Facility in substantially the same condition it was prior to the Project.

OWNER AGREES:

7. **Permission.** To permit Implementer, or its subcontractors, to visit and monitor the Facility, and to install its equipment for purposes of the Project.



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8. **Access.** To permit Implementer reasonable access to and egress from the Facility during normal business hours to carry out the work of this study, and to direct Owner's employees and contractors to cooperate with [Implementer] in the performance of this study.
9. **Equipment Ownership.** That Owner has no ownership, interest or title in the implementer's equipment.
10. **Removal.** To permit removal of the implementer's equipment at any time.
11. **Confidentiality.** Not to use the names or identifying characteristics of Implementer or PG&E for any advertising, sales promotion or publicity of any kind without prior written approval by Implementer.

BOTH PARTIES AGREE:

12. **Incidental and Consequential Damages:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
13. **Term of Agreement.** The term of this Agreement shall not exceed 24 month(s) without written agreement of both Parties. It is anticipated that the test period will be approximately 2 month(s) from installation of the implementer's equipment.
14. **Termination.** Either Party shall have the right to terminate this Agreement at any time. In the event of termination, Implementer shall be granted access to the Facility in order to remove its equipment. Furthermore, the provisions of this Agreement regarding use of names and ownership (clauses 5, 11 and 15) shall remain in force following termination.
15. **Ownership of Information.** Implementer may provide the Owner with information about its findings regarding this Project, but Implementer 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 during the term of this agreement.
16. **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. 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.
17. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement.
18. **If Tenant.** If the Facility is under lease, the Owner's tenant who controls the Facility, by executing this agreement, assumes the rights and obligations of the Owner hereunder.



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AGREED AND ACCEPTED:

IMPLEMENTER

Signed: _____

Name: Sandra Chow

Title: Program Manager

Address: 5 Third St. Suite 630

San Francisco, CA, 94103

Email: schow@baseco.com

Phone: (415) 543-1600 ext. 28

Date: _____

OWNER

Signed: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Date: _____