



Agriculture and Food Wastewater Energy Program 2017 Customer Agreement

Introduction

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

_____ (called “Customer” hereafter).

As used throughout this document, the term “Party” means Implementer and Customer, collectively the “Parties.” Implementer intends to assist Customer with the implementation of energy efficient technologies/processes in its wastewater effluent processing. Description will constitute “Project.”

Specific Terms and Conditions

- 1. Feasibility:** PGE’s (Pacific Gas & Electric Co., Inc.) and/or its consultant’s review of the design, construction, operation and maintenance of the Customer’s Project Energy Efficiency Measures (called EEMs hereafter), does not constitute any representation as to the economic or technical feasibility, operational capability or reliability of their Project EEMs. The Implementer is solely responsible for its review of economic and technical feasibility, operational capability and reliability of the Customer’s Project EEMs.
- 2. Program Dates:** All Incentives must be paid and all installations must be completed by 12/31/17. Applications must be postmarked by 11/01/17 in order for Incentive to be processed and paid by 12/31/17.
- 3. Project Commitment Process:** The step-by-step commitment process is:
 - a. Complete and Sign the Customer Agreement (CA)
 - b. Submit the signed CA with the Project Description Form to: (choose one):
 - Mail to: Sandra Chow, BASE Energy, Inc., 5 Third St., Suite 630, San Francisco, CA. 94103
 - Scan & Email to: Sandra Chow, schow@baseco.com (pdf format only)
 - Fax to: Sandra Chow, (415) 543-1601
 - c. BASE Energy, Inc. staff will review and notify Customer when the CA and Project Description Forms have been approved (Customer has committed to EEM implementation)
- 4. Qualifying Equipment**
 - a. Customer is responsible for checking the product/equipment specification to make sure that all requirements are met.
 - b. New products ordered, purchased, and installed prior to 1/1/17 or after 12/15/17 do not qualify for an Incentive. Resale products, products leased, rebuilt, rented, received from warranty or insurance claims, exchanged, won as prize, or new parts installed in existing products do not qualify.



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5. Submittal Requirement:

- a. Customer must submit copies of project invoices after installation for incentive processing. Please refer to General Terms and Conditions #5 for details on invoice submission.

6. EEMs or Site Details: EEMs to be installed at the Customer site which are eligible for Incentives should be described in the attached Project Description Form.

7. Eligibility:

- a. Customer must be an electric or natural gas Customer of PG&E with an active meter serviced by PG&E.
- b. Customers throughout PG&E's Service Territory with the following NAICS codes are eligible:
 - Agriculture: 11XXXX
 - Beverage Manufacturing: 3121XX
 - Food Manufacturing: 311XXX

8. Incentive Payment:

- a. Eligible EEMs and their associated energy savings are listed in the attached Project Description Form.
- b. Energy savings calculation methodology, including baseline calculation for calculated Projects and/or minimum efficiency standards as applicable is detailed in the Energy Audit Report or Energy Design Review Report. Results are summarized in the attached Project Description Form.
- c. Final Incentive amount will be paid based upon the verified energy and demand savings after the EEMs project is installed and operational.



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General Terms and Conditions

- 1. Funding:** Implementer is receiving funds from PG&E for this Project, but the 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. PG&E makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this Agreement, and expressly disclaims any such representation, warranty or liability.
- 2. Incidental and Consequential Damages:** BOTH PARTIES AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
- 3. Life of Product:** Customer understands Incentive payments are based on the related energy benefits over the life of the product. Customer agrees if 1) Customer does not provide PG&E with 100% of the related benefits for the life of the product or a period of 5 years, whichever is less, or 2) Customer ceases to be a distribution Customer of PG&E during said time period, Customer shall refund a prorated amount of Incentive payment(s) to PG&E based on the actual period of time for which Customer provided the related energy benefits as an electric Customer of PG&E.
- 4. Customers with self-generation capabilities:** If Customer has existing onsite cogeneration or self-generation, Implementer shall not pay Incentives for energy savings that exceed Customer's annual energy usage from PG&E. kW, kWh and therm savings are limited to the previous 12 months quantity of kW, kWh, and/or therms purchased from or delivered by the utility on the meter(s), serving the equipment to be installed, for which the utility collects the Public Purpose Programs (PPP) charge. The previous 12 months are defined as the calendar year prior to the date the Customer submitted and signed this Customer Agreement (including usage from Standby Service and less savings associated with pending energy efficiency applications). This policy is subject to change with 30 day written notice to Customer.
- 5. Incentive may not exceed Project cost:** Customer must submit Project invoice(s) which include: vendor name/address/phone, itemized listing of product(s) including quantity, product description(s), manufacturer, model#, and other identifying information as appropriate, Project cost, date invoice paid or payment terms, and installation date.
- 6. If Tenant:** If a tenant, Customer is responsible for obtaining the property owner's permission to install the EEMs for which Customer is applying for an Incentive payment. Customer's signature on this Customer Agreement indicates Customer has obtained this permission.
- 7. Access:** Customer will allow, if requested, a representative from PG&E, the California Public Utilities Commission (CPUC), Implementer, or any authorized subcontractor reasonable access to Facility to verify the installed product.



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- 8. Compliance with Laws:** Implementer shall 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.
- 9. Advertising:** Implementer agrees not to use the names or identifying characteristics 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. In addition, Customer agrees not to use the names or identifying characteristics of Implementer for published Project reports, advertising, sales promotion, or other publicity without Implementer's written approval.
- 10. No Double-Dipping:** Customer understands that 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 Purpose Program Charge Incentives for the same product, equipment or service. This prohibition applies to future applications and for three (3) years prior to receiving the same product, equipment or services.
- 11. No Obligation:** 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 CPUC. *Los consumidores en California no están obligados a comprar servicios completos o adicionales que no estén 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).*
- 12. Availability of Funds:** This program is available on a first-come, first served basis until allocated funds are depleted. This program may be modified or terminated without notice.
- 13. Project Permits: After EEMs are installed and operable and before incentive or rebates are paid,** recipients must comply with the following terms, as applicable, and will be required to certify after installation: For all rebates or incentives offered by PG&E for an energy efficiency improvement or installation of energy efficient component, equipment, or appliances, the recipient must certify that appropriate permits have been obtained and, if a contractor performed the installation or improvement, that the contractor holds the appropriate license for the work performed.



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I have read and understood the Terms and Conditions. I acknowledge and understand that I will be required to certify in writing after installation that the information I have provided is true and correct and the product(s) for the rebate or Incentive is/are installed and operational and meet(s) the requirement for this application.

AGREED AND ACCEPTED:

IMPLEMENTER	CUSTOMER
Signed:	Signed:
Name: Sandra Chow	Name:
Title: Program Manager	Title:
Address: 5 Third St., Suite 630 San Francisco, CA 94103	Address:
Email: schow@baseco.com	Email:
Phone: (415) 543-1600 Ext 28	Phone:
Date:	Date:

PG&E Service Agreement ID # _____ (Electric)

PG&E Service Agreement ID # _____ (Gas)

Tax Status: (circle one)	Corporation	Partnership	Individual/Sole Proprietor	Exempt (Tax-exempt, non-profit)
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Tax Status: (circle one and fill in)	EIN	Federal Tax ID	SSN	_____
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The value of incentives and direct installations is taxable. Implementer will report Incentives and direct installations greater than \$600 to the IRS on Form 1099, unless you are exempt. Please consult your tax advisor concerning the taxability of incentives. Customer, not Implementer, is responsible for any taxes imposed as a result of your receipt of Incentives from this Program. 1099 will be issued for the Customer, regardless of who the payee is, because the Customer receives the benefits of the Incentives.



**Agriculture and Food Wastewater Energy Program
2017 Project Description Form**

Eligible EEMs			
No.	PG&E Service Agreement ID	Proposed EEMs Description	Cost Premium (\$)
1			
2			
3			
4			
5			

EEMs Incentives								
No.	Baseline Energy Consumption (kWh/yr.)	Baseline Demand (kW)	EEMs Energy Consumption (kWh/yr.)	EEMs Demand (kW)	Energy Savings (kWh/yr.)	Demand Savings (kW)	Incentive Rate	Incentive (\$)
Customer Incentives								
1					0	0	\$0.08/kWh \$150/kW	0
2					0	0		0
3					0	0		0
4					0	0		0
5					0	0		0
Totals					0	0		0
Designer/Vendor Incentives								
1					0	0	\$0.02/kWh	0
2					0	0		0
3					0	0		0
4					0	0		0
5					0	0		0
Totals					0	0		0