

## Prop 39 School Energy Efficiency (SEE) Program Bonus Agreement

Customer hereby enters into this Prop 39 SEE Program Bonus Agreement to work with CLEAResult (Implementer) to submit a Proposition 39 Energy Expenditure Plan (EEP) to the California Energy Commission (CEC) before November 30, 2015.

As used throughout this document, the term "Party" means Implementer and Customer, collectively the "Parties." "Project" refers to a single measure or multiple measures the Customer plans to implement.

### Specific Terms and Conditions:

- 1. Program Dates:** All EEPs must be submitted by 11/30/15 in order to receive the Incentive.
- 2. Commitment and Planning Process:** CLEAResult will work with the school district to determine which steps are required to complete and submit an EEP to the CEC. This could include, but are not limited to:
  - Benchmarking
  - Analysis of historical SmartMeter™ data
  - Building energy assessments or audits
  - Project/measure prioritization and sequencing
  - Savings-to-Investment Ratio (SIR) calculations
  - EEP development and submittal
  - Identifying applicable utility incentives to reduce costs
- 3. Funding tiers:** School districts with a 1,000 student Average Daily Attendance (ADA) or less are eligible for a maximum Prop 39 SEE Program Bonus of \$15,000 which can be applied to cover up to 100% of the district's planning needs in order to submit an EEP. School districts with more than a 1,000 student ADA are eligible for a maximum Prop 39 SEE Program Bonus of \$20,000 which can be applied to cover up to 50% of the district's planning needs in order to submit an EEP.
- 4. Bonus Payment:** The Bonus Incentive will only be paid once an EEP is successfully submitted to the CEC for approval.
- 5. Feasibility:** 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. CLEAResult is responsible for the economic and technical feasibility and operational capability of the recommended Project.
- 6. Savings:** CLEAResult is proposing the Project on Customer's behalf. Customer understands and agrees that CLEAResult is responsible for ensuring Project savings are calculated using the appropriate baseline. Customer understands Incentives will be paid only for energy savings that exceed California Title 20 and Title 24 standards, or industry standards in the absence of applicable local, state or federal standards.

### General Terms and Conditions:

- 1. Funding:** Implementer is receiving funds from PG&E for this Project, but the Parties agree that PG&E or Implementer 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 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
- 3. 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 accuracy of services performed.
- 4. 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.
- 5. 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.
- 6. 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).

- 7. Availability of Funds:** This program is available on a first-come, first served until allocated funds are depleted. This Program may be modified or terminated without notice.

**BOTH PARTIES AGREE:**

- 1. Incidental and Consequential Damages:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
- 2. Term of Agreement.** The term of this Agreement is from January 1, 2015 to December 31, 2015.
- 3. 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 the Equipment. Furthermore, the provisions of this Agreement regarding use of names and ownership (clauses 5, 11 and 15) shall remain in force following termination.
- 4. 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.
- 5. 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.
- 6. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement.
- 7. 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.

AGREED AND ACCEPTED:	
IMPLEMENTER	CUSTOMER
CLEAResult	
<div style="background-color: yellow; padding: 5px; display: inline-block;"><b>SIGN HERE</b></div> 	<div style="background-color: yellow; padding: 5px; display: inline-block;"><b>SIGN HERE</b></div>
Corey Grace	
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Date	Date

This program is funded by California utility customers and administered by PG&E under the auspices of the California Public Utilities Commission.