

**Southern California Edison and SoCalGas®  
Energy Upgrade California® Home Upgrade Program  
CONTRACTOR PARTICIPATION AGREEMENT (CPA)**

The Energy Upgrade California® Home Upgrade Program (“Program”) is an energy efficiency program funded by California ratepayers and administered by Southern California Edison Company (“SCE”) and Southern California Gas Company (SoCalGas®) (collectively referred to as “Program Administrators”) under the auspices of the California Public Utilities Commission (“CPUC”). The spirit and intention of this program is to implement a whole house approach to energy efficiency through the delivery of a comprehensive package of retrofit measures. This Contractor Participation Agreement (“Agreement”) is between SCE and SoCalGas, on the one hand, and the contractor entity executing this Agreement on the following page (“Contractor”). Unless noted otherwise, this Agreement shall continue until terminated as provided herein. This Agreement shall remain valid until the time that it is updated and a new version is released by SCE and SoCalGas Program Management.

## **PARTICIPATING CONTRACTOR OBLIGATIONS**

Contractor agrees to the following regarding participation in the Program, incorporated herein by reference:

### **CONTRACTOR ELIGIBILITY REQUIREMENTS**

1. Hold, provide proof of, and maintain a valid contractor’s license issued by the California State Licensing Board (CSLB)
2. Hold, provide proof of, and maintain all licenses and/or bonds required by the State of California or local jurisdictions for the specific services offered by the Contractor
3. Attend required local Program training
4. Provide current IRS Form W-9
5. Building Performance Institute (BPI) Certification (if applicable)
6. Provide proof of and maintain current certificates of Insurance as required in Terms and Conditions (**Exhibit A**)

### **PROGRAM DOCUMENTS INCORPORATED INTO THIS AGREEMENT BY REFERENCE\***

1. **Exhibit A:** Program Terms and Conditions
2. **Exhibit B:** Contractor Handbook
3. **Exhibit C:** Inspection Guidelines
4. **Exhibit D:** Energy Upgrade California Home Upgrade Branding Guidelines

\*Please see the contractor portal located at [socialenergyupgradecontractors.com](http://socialenergyupgradecontractors.com) to review the most up-to-date versions of Exhibits B-D.

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*The Contractor Participation Agreement (CPA) must be submitted in its entirety.*

**TERMINATION**

Unless noted otherwise, this Agreement shall continue until terminated as provided herein. Program Administrators and/or their designated representatives may terminate, or for any duration suspend, this Agreement and Contractor’s participation in the Program, with or without cause at any time and for any reason and without incurring any liability whatsoever.

**NOTICES**

Any notice provided under this Agreement by the Program Administrator to the Contractor shall be sent via email or first-class U.S. Mail. Notice is deemed effective on the third day after it is deposited in the U.S. Mail or, if sent by email, upon receipt. Notices from the Program Administrator to the Contractor pursuant to this Agreement shall be sent to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

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

**AUTHORITY**

Contractor represents and warrants that it has the requisite power, legal authority and capacity to enter into this Agreement and to perform each and every obligation required of Contractor under this Agreement. In addition, Contractor warrants and represents that the person signing this Agreement on Contractor’s behalf has and shall have all requisite power and legal authority to bind Contractor on whose behalf he/she is signing to Contractor’s obligations under this Agreement. The undersigned Contractor agrees to abide by the terms of this Agreement, including all requirements included by reference.

**MISCELLANEOUS**

Contractor may not assign this Agreement without the prior written consent of the program representative, or another duly authorized representative of SCE and/or SoCalGas. This Agreement, inclusive of all items incorporated herein by reference and any written modification shall represent the entire and integrated agreement among the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties’ agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. If any provision of this Agreement is in any way deemed unenforceable, then the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held unenforceable, shall not be affected, and each term and provision shall be enforceable to the fullest extent permitted by law.

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## ACKNOWLEDGMENT

Contractor acknowledges that it has provided all required information and documentation truthfully and accurately. Further, Contractor certifies that there are no unresolved or outstanding complaints before the CSLB, California State Dept. of Labor, Licensing and Regulation. Contractor further acknowledges that while this is a statewide program, there may be variations in the requirements of the different Program Administrators. Accordingly, contractor will refer to the different Administrators' websites to ascertain any variations and will be fully responsible for ensuring compliance with said variations.

This Agreement shall become effective as of the date approved by the program representative. Contractor will receive an email notification from the program representative when the Agreement is approved.

### CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Company Name

## EXHIBIT A: PROGRAM TERMS AND CONDITIONS

### 1.0 CONTRACTOR REQUIREMENTS

- I. Contractor shall perform and report a minimum of two (2) completed projects in each six (6) month period of a twelve month Program cycle which runs from January 1 through December 31 of each Program year for a total of at least four (4) projects completed per program year.
- II. Contractor shall install all qualifying improvements in a professional manner consistent with industry standards, and in conformance with all applicable building codes, zoning laws, local, state, and federal requirements, and other relevant requirements.
  - **NOTE:** For all projects, customers will be required to install at least one (1) of three (3) base measures, a minimum of three (3) measures total and the minimum stated dollar amount and/or 10% energy savings.
  - **NOTE:** Fuel switching is not permitted in Energy Upgrade California Home Upgrade. The pre-retrofit fuel use must be the same as the post-retrofit fuel use for HVAC and Domestic Hot Water systems in order for the project to be eligible for incentives.
- III. Contractor shall abide by the quality assurance and quality control procedures including reporting and sampling protocols, as specified in the Contractor Handbook (**Exhibit B**).
- IV. Contractor shall abide by the Program standards in any co-marketing collateral Contractor may produce.
- V. Contractor shall immediately report to the Program Administrators, all Customer conflicts that are not resolved to Customer's full satisfaction.
- VI. Contractor agrees that Contractor is solely responsible for any acts or omissions of its subcontractors, and any breach of this Agreement by Contractor's subcontractors constitutes breach by Contractor.

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- VII. Without prior written consent of Program Administrator(s), their implementers, or their designated representatives, Contractor shall not employ subcontractors known to have been suspended or terminated from this or any other incentive programs administered by Program Administrator(s), their implementers, or their designated representatives.
- VIII. Contractor shall, and shall cause its employees, and any agents, suppliers, subcontractors or other individuals or entities performing services on behalf of Contractor to perform the services in accordance with established professional business standards and ethics and in conformity with each and every term of this Agreement.

## 2.0 INSURANCE REQUIREMENTS

Insurance requirements are set forth as follows, but shall not in any way limit the amount or scope of liability of Contractor under this Agreement. This section constitutes the minimum insurance requirements for participation in the Program.

### 2.1 Commercial General Liability

- 2.1.1 Contractor shall carry and maintain an “occurrence” form commercial general liability policy or policies, insuring against liability arising from bodily injury, death, property damage, personal and advertising injury, products/completed operations liability, and contractual liability covering all operations of Contractor for work performed under this Agreement. There shall be no explosion, collapse, or underground exclusion.
- 2.1.2 The limit shall not be less than **\$1,000,000** each occurrence/**\$2,000,000** in aggregate for bodily injury, property damage and personal injury.
- 2.1.3 Coverage shall: a) add as an additional insured, by an “Additional Insured” endorsement, SCE, SoCalGas, ICF International and their respective affiliates, subsidiaries, parent companies, directors, officers, agents and employees with respect to liability arising out of or connected with the Work performed by or for the Contractor. In the event the Commercial General Liability policy includes a “blanket endorsement by contract,” the following language added to the certificate of insurance will satisfy these additional insured requirements: “SCE, SoCalGas, ICF and their respective affiliates, subsidiaries, parent companies, directors, officers, agents and employees with respect to liability arising out of the Work performed by or for the Contractor are additional insured under a blanket endorsement.”; b) be endorsed to specify that the Contractor’s insurance is primary and that any insurance or self-insurance maintained by SCE and SoCalGas shall not contribute with it. Commercial General Liability insurance listed in Section 2.1 shall provide a severability of interest or cross-liability clause.

### 2.2 Business Automobile Liability

- 2.2.1 Coverage shall be at least as broad as the ISO Business Auto Coverage form covering Automobile Liability, symbol 1 “any auto” or symbols 7 “scheduled auto”, 8 “hired auto” & 9 “non-owned auto”. The limit shall not be less than **\$1,000,000** each accident for bodily injury and property damage.

### 2.3 Workers Compensation and Employers’ Liability

- 2.3.1 Workers’ Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, where Contractor performs the services in connection with the work. Employers’ Liability insurance shall not be less than **\$1,000,000** for injury or death each accident.
- 2.3.2 California Statutory Workers’ Compensation insurance is not required if you have no employees. In this instance, Contractor shall provide a waiver for workers’ compensation liability with the CPA.

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## 2.4 Professional Liability/Errors and Omissions

- 2.4.1 Professional Liability Insurance is not required unless the Contractor is providing professional design, engineering, or other professional services. In this instance, the Contractor shall maintain Professional Liability Insurance covering liability arising out of error, omission, or negligent act in the performance, or lack thereof, of professional services contemplated under this Agreement in an amount of not less than **\$1,000,000** per claim.
- 2.4.2 If the policy maintains a policy aggregate, such aggregate shall not be less than twice the per claim limit.
- 2.4.3 Contractor is encouraged to consider such coverage in consultation with Contractor's insurance broker.

## 2.5 General Insurance Requirements

- 2.5.1 **As Contribution from SCE and SoCalGas:** The required policies, and any of Contractor's policies providing coverage in excess of the required policies, shall provide that the coverage is primary for all purposes and Contractor shall not seek any contribution from any insurance or self-insurance maintained by SCE, SoCalGas, or ICF.
- 2.5.2 **Rating:** All required policies of insurance shall be written by companies having an A.M. Best rating of "A -, VII" or better, or equivalent.
- 2.5.3 **Deductible:** Contractor shall be solely responsible for any deductible or self-insured retention on insurance required hereunder.
- 2.5.4 **Waiver of Subrogation:** Each policy of insurance maintained by Contractor shall contain a waiver of subrogation in favor of SCE, SoCalGas, and ICF.
- 2.5.5 **Certificate Holder Information:**
  - 2.5.5.1 Southern California Edison (SCE), c/o ICF, 1 Ada Parkway, Suite 100, Irvine, CA 92618, (949) 333-6600
  - 2.5.5.2 Southern California Gas Company (SoCalGas®), c/o ICF, 1 Ada Parkway, Suite 100, Irvine, CA 92618, (949) 333-6600
  - 2.5.5.3 ICF, 1 Ada Parkway, Suite 100, Irvine, CA 92618, (949) 333-6600

## 2.6 Effectiveness, Certificates of Insurance, and Notice of Cancellation

- 2.6.1 On or before the effective date of this Agreement, and thereafter during its term, Contractor shall provide the Program Representative with original, current certificates of insurance, and renewal certificates of insurance thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, as evidence of all insurance policies required under this Agreement.
- 2.6.2 Contractor shall not commence any work under this Agreement until Contractor has obtained all insurance as required by this Agreement and has provided acceptable certificates of insurance to the Program Representative.
- 2.6.3 No insurance policy may be canceled, materially revised, or subject to non-renewal without at least thirty (30) calendar days prior written notice being given to the Program Representative.
- 2.6.4 Contractor shall provide the Program Representative with renewal certificates of insurance or binders within five (5) business days prior to such expiration. Insurance shall be maintained without lapse in coverage during the term of this Agreement.
- 2.6.5 Upon request, Contractor shall also provide certified copies of Contractor policies of insurance to the Program Representative.

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### 3.0 CLAIMS/INCIDENT REPORTS

Contractor shall immediately report all claims and/or incidents to the Program Administrators or their designated representative(s), and promptly thereafter confirm in writing, the occurrence of any injury, loss, or damage incurred by Contractor or its subcontractor.

### 4.0 DISCLAIMER OF LIABILITY

Contractor is responsible for performing the evaluation and technical feasibility of any design, system, appliance, or any measure installed as to its operational capability and reliability for this Program. Neither Program Administrators, Implementer(s) nor their designated representatives make any representation or warranty, and they assume no liability with respect to, the quality, safety, performance, or other aspect of any design, system, appliance, or any measure recommended or installed pursuant to this Agreement. The Program Administrators, their implementers and designated representatives expressly disclaim any such representation, warranty or liability. Contractor's compensation for the work shall be determined by Contractor and Customer, it being understood that Contractor shall receive no compensation from the Program Administrators, their implementer(s) or designated representatives.

### 5.0 CRIMINAL RECORD OF EMPLOYEES

Contractor warrants and represents that:

- 5.1 It has provided all requested information concerning its employees for necessary background checks and will cooperate in good faith if and when such background checks are deemed necessary; and
- 5.2 It will not allow any of its employees or subcontractors performing work under the Program with job duties that require direct access to homes to perform such work if the person has been convicted within the last seven (7) years of any of the following misdemeanors or felonies: arson, assault, sexual assault or other sex offenses, battery, burglary, driving under the influence, domestic violence, larceny, manslaughter, murder, theft (including but not limited to identity theft) and/or any crimes against children.

### 6.0 SAFETY PRECAUTIONS AND PROTECTION OF PROPERTY

Contractor shall be solely responsible for maintaining a safe workplace and initiating, maintaining and supervising all safety precautions and programs in connection with work, including those required by state, federal or local laws, regulations and ordinances. The Program Administrators, their implementers or other designated representatives may at any time designate safety precautions in addition to those in use or proposed by Contractor. The Program Administrators, their implementers or other designated representatives reserve the right to inspect the work and to halt work to ensure compliance with reasonable and safe work practices and with applicable federal, state, and local laws, rules and regulations. Neither the requirement that Contractor follow said practices and applicable laws, rules and regulations, and any special instructions given by the Program Administrators, their implementers or other designated representatives nor the adherence thereto by Contractor shall relieve Contractor of the sole responsibility to maintain safe and efficient working conditions.

### 7.0 COMBUSTION SAFETY FAILURE

If, during the course of performing work, Contractor reasonably believes that it has encountered or detected at, in and/or near a combustion appliance, the presence of natural gas or other hazardous materials (collectively, the "Hazardous Condition"), the Contractor will promptly stop work and immediately notify the Program Administrator(s), their implementers or other designated representatives of such Hazardous Condition. The Program Administrator(s), their implementers or other designated representatives will investigate for the presence of the Hazardous Condition, and inform

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Contractor of the results of this evaluation. Contractor will not resume any work until the Hazardous Condition has been removed, disposed of, abated or remediated to the reasonable satisfaction of Program Administrator(s), their implementers or other designated representatives. In addition to the foregoing obligations, Contractor shall at all times strictly comply with the Program's Combustion Appliance Safety (CAS)/Combustion Appliance Zone (CAZ) Test Procedure policy, set forth in the Inspection Guidelines.

## 8.0 INDEMNIFICATION

- 8.1 **Indemnities Defined:** The Program Administrators and their implementers and other Administrator representatives, including all affiliates, subsidiaries, parent companies, and subcontractors; and each of the forgoing entities' respective officers, managers, directors, agents, and employees are collectively referred to as "Indemnities."
- 8.2 **Contractor Indemnity Obligations:** To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Contractor shall indemnify, hold harmless and defend each of the Indemnities from and against all claims, demands, losses, damages, costs (including attorneys' fees and expert witness fees), expenses, and liability of any kind (including settlements), which arise from or are in any way connected with the work, including but not limited to:
- i injury to or death of any persons;
  - ii injury to property belonging to anyone;
  - iii violation of local, state, or federal common law, statute, ordinance, code, or regulation, including but not limited to environmental laws or regulations;
  - iv strict liability imposed by any law or regulation;
  - v claims of any kind asserted by Customer relating to the work;
  - vi Contractor's breach of this Agreement;
  - vii payments to Contractor's employees and/or subcontractor(s) arising from or in connection with this Agreement (including but not limited to any demands for payment, invoices, or liens) and/or Contractor's delay or failure to pay any of its employees or subcontractor(s) the compensation, monies, wages or other payment due or allegedly due such subcontractor(s) with regard to any services performed hereunder; and/or
  - viii Contractor's breach of any representation made in entering or performing this Agreement or the work.

As to each Indemnity, Contractor's foregoing indemnity, defense and hold harmless obligations shall not apply to the proportional extent that the same are caused by the sole negligence or willful misconduct of such Indemnity. Upon Program Administrator(s), their implementers or other designated representatives request, Contractor shall defend any action, claim, or suit asserting a claim which might be covered by this indemnity.

## 9.0 CONFIDENTIALITY

- 9.1 **Customer Information:** Contractor acknowledges and agrees that all information Contractor collects or obtains from the Program Administrator(s), their implementers or other designated representatives with regard to Customers, including but not limited to names, addresses, telephone numbers, account numbers, utility bill data, energy usage, demographics, financial data, or any other personal information ("Customer Information"), shall be deemed the Confidential Information of the Program Administrators, and shall not be disclosed or reproduced absent the homeowner's consent. This provision shall not apply to data provided to the Contractor by the homeowner or resident of a property undergoing a Home Upgrade.
- 9.2 **Data Security:** Contractor will establish and maintain diligent safeguards and security practices to protect against the destruction, loss, or disclosure of any Confidential Information in its custody or possession. If Contractor

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discovers a breach of security, it shall immediately notify the Program Administrator(s), their implementers or other designated representatives and use its best efforts to mitigate the breach and prevent any such disclosure or loss of Confidential Information.

- 9.3 **Return of Materials:** Upon the termination or conclusion of this Agreement for any reason, or upon earlier request by the Program Representative, Contractor shall promptly erase and destroy or otherwise return to the Program Representative all Customer Information and other documents or data that contains Customer Information; provided, however, Contractor shall be permitted to retain one copy of such Customer Information solely for archival and audit purposes and/or to comply with Contractor's legal and regulatory requirements. For avoidance of doubt, Contractor may not use such Customer Information for any commercial purposes not related to the Agreement.

## 10.0 RETENTION OF RECORDS

Contractor agrees to retain all records and results of the Jobs performed under this Agreement for a period of not less than three (3) years from the expiration date of this Agreement. At the request of Program Administrators, their implementers or other designated representatives, Contractor will deliver a copy of any or all original field notes, investigative notes, tests, photographs, records, calculations, summaries, reports, and records produced and collected in the course of the work performed on all of the jobs.

## 11.0 NO GUARANTEE OF WORK

This is not a contract, nor an exclusive agreement between Program Administrator(s), their implementers or other designated representatives. This Agreement does not guarantee Contractor any minimum number of jobs or volume of work.

## 12.0 INDEPENDENT CONTRACTOR

Contractor is an independent Contractor and warrants that it shall, at its sole cost and expense, comply with all rules, ordinances, regulations, orders or laws of any kind of all governing bodies having jurisdiction over the work. Contractor shall pay all related and required local, state and federal taxes and benefits to its employees. Nothing herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties.

## 13.0 GOVERNING LAW

The formation, interpretation, performance and enforcement of this Agreement shall be governed by and enforced under the laws of the State of California, without reference to conflicts of laws principles.

## 14.0 SURVIVAL

The obligations imposed on Contractor pursuant to each Article of this Agreement which by its terms contains subject matter which relates to time periods subsequent to the term of this Agreement shall survive completion of the Services or termination of the Agreement.

## 15.0 FURTHER CONTRACTOR REPRESENTATIONS

Contractor warrants and represents that (i) Contractor has, holds, and possesses all applicable licenses, certifications, permits and other governmental authorizations as required and necessary to conduct its business and to perform the work; (ii) Contractor has not received notice that any governmental authority intends to cancel, terminate or not renew any such licenses, permits or other governmental authorizations; and (iii) if Contractor is an entity (e.g., corporation or partnership), Contractor is duly organized, validly existing and in good standing under the laws of its domestic state.

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## 16.0 WAIVER

No provision of this Agreement may be waived unless agreed to by Program Administrator(s), their implementers or other designated representatives in writing.

## 17.0 DISPUTE RESOLUTION; ARBITRATION

Before commencing any dispute resolution procedure, Contractor and the Program Administrator(s), their implementers or other designated representatives shall make a good faith effort to resolve the dispute informally. If said efforts are unsuccessful, any remaining disputes arising out of or relating to this Agreement shall be resolved by binding arbitration administered by the initiating Party's selection of the American Arbitration Association or JAMS. The arbitration shall be conducted in Los Angeles, California. The Parties hereby irrevocably waive any right to have such disputes tried before a jury. If any arbitration award shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. In no event may arbitration be demanded on any claim after the applicable statute of limitation for commencing litigation has expired.

## 18.0 SEVERABILITY

If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of lawful jurisdiction, this invalidity does not affect other provisions of the Agreement which can be given effect without the invalid provision.

## 19.0 CONTRACTOR STATUS

- 19.1 **Active:** Contractors have met all the minimum qualifications for participation in the Program. This includes meeting all the administrative requirements (e.g., insurance, licensing) as well as meeting the minimum performance requirements (e.g., QC, minimum job volume). Benefits of participating in the program include (but are not limited to): Inclusion in the appropriate online lists and identification as an approved program contractor; and receiving ongoing program support from the utilities.
- 19.2 **Probation:** An Active contractor may be re-classified to Probation status upon Program Administrators' issuance of a probation notification letter to that contractor. A contractor whose status has been changed to Probation has certain conditions it must comply with and complete prior to being placed back on Active status. These conditions will be outlined in the contractor's probation notification letter. Contractors on Probation status may not be eligible to receive all the benefits of being an Active contractor. Any benefits that are removed, suspended or modified will be specified in the contractor's probation notification letter. Such items could include: Removal of ability to submit projects into the program for a specific time period; Increased Quality Control sampling; Removal from online contractor lists. To return to Active status, contractors will have to demonstrate they have met the requirements detailed in the probation notification letter within the specified time period.
- 19.3 **Removed:** A Contractor whose status has been changed to Removed is no longer eligible to participate in the Program or receive any benefit from the program. It can no longer offer Program incentives to customers, or identify itself as a program contractor. Removed contractors will no longer be able to say they are affiliated with the Program, submit projects, or receive Program support. Removed contractors can apply to return to Active status after a specified period from the date of removal, as outlined on the contractor's removal notification letter. At that time they will be subject to all Program requirements as if they were an Active contractor.

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## 20.0 PERFORMANCE AND WARRANTY

- 20.1 **Incentives:** Contractors understand that customer cannot receive energy-efficiency incentives for the same measures/equipment, or for the replacement for the measure/equipment installed from more than one California Investor-Owned Utility, Regional Energy Network or other third-party programs offering rebates, financing and other incentives funded with CPUC Public Goods Charge funds. Certain exceptions may apply, but must be approved in writing by Program Administrator.
- 20.2 **Falsification or Misrepresentation:** Contractors are expressly prohibited from falsifying or misrepresenting invoices or other program documentation to customers, Program Administrator(s), their implementers or other designated representatives.
- 20.3 **Direct Install Model Prohibited:** Contractor shall not employ a business model in which a customer does not pay for, at a minimum, 50 percent of the cost of installed measures and associated services related directly to Energy Upgrade California Home Upgrade.
- 20.4 **Invoice:** An invoice itemizing the equipment installed and/or services performed must accompany each Incentive Application. The invoice must include the physical address where the service was performed, total cost of products and/or services and date of service.
- 20.5 **Installation of Measures or Equipment:** Contractors shall install all measures and equipment to meet or exceed specifications as listed in the Inspection Guidelines (**Exhibit C**), Installation Specifications, and product manuals. Said equipment must be good quality, new, installed as a replacement unit or as part of a remodel in a home and be on the list of approved measures. Contractors shall provide Property Owners with all required materials and documentation as described in the Inspection Guidelines (**Exhibit C**).
- 20.5.1 Contractor shall warrant to all customers of Program Administrators that it serves under this Agreement that any materials and equipment installed as part of this Program shall be free from original defects in material, workmanship, design and installation for a minimum period of at least two (2) years from the date of completion of the work and Contractor shall remedy any such defect, at its sole expense and cost, during the warranty period.
- 20.5.2 Contractor shall maintain the manufacturer's warranty and the two (2)-year program warranty on all materials and equipment installed as part of this Program at no charge to the customer Program Administrator(s), their implementers or other designated representatives.
- 20.5.3 If Contractor offers warranties beyond the required two (2) years, Contractor shall clearly indicate whether this extended warranty is through the Contractor, factory, or third party in its contract with the customer.
- 20.5.4 Contractor shall instruct all of its customers under this Program on system or product operations and maintenance, and provide customers with all owner's manuals and warranty documents.
- 20.6 Contractor acknowledges and agrees that neither Customer nor its Contractor will receive any incentive or rebate for the purchase or installation of central air-conditioning or a heat pump, and their related fans, without Customer and/or Contractor, as applicable, providing to SCE and SoCalGas proof of permit closure, or, if applicable, certification that Customer is not required to obtain a permit.

For proof of permit closure, Customer or Contractor must include documentation from the authority having jurisdiction (e.g., local permitting office), that includes the permit number, name, address, and an indication that the permit has been closed and/or is final.

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## 21.0 MARKETING & BRANDING REQUIREMENTS

- 21.1 **Disclaimer:** All marketing, advertising or promotional materials which reference the Program, shall include the required program disclaimer.
- 21.2 **Logos/Trademarks:** Contractor shall not use the Program Administrator(s), their implementers or other designated representatives logo/trademarks in any of its marketing, advertising, or promotional materials.
- 21.3 **Marketing Materials:** Contractor must use up-to-date Program marketing program materials. All marketing and advertising materials shall comply with the California Business and Professions Code and must include the Contractor's CSLB license number.
- 21.4 **Endorsements:** Contractor shall not state or imply endorsement on the part of Program Administrator(s), their implementers or other designated representatives or the Program. Contractor may not represent itself as a representative or employee of Program Administrator(s), their implementers or other designated representatives in person, in telephone discussions, on websites or in marketing materials.
- 21.5 **Right to Review Materials:** Program Administrator(s), their implementers or other designated representatives reserves the right to review and approve any and all advertising, marketing, or promotional copy or materials developed or used by the Contractor which references the Contractor's participation in this Agreement or the Program, financing and other Program Administrators, their implementers or other designated representatives programs. At its sole discretion, Program Administrator(s), their implementers or other designated representatives may require the Contractor to submit such copy and materials for pre-approval. Approval shall be granted, unless Program Administrator(s), their implementers or other designated representatives, in its sole discretion, determines that the copy or materials are misleading, in error, or fails to meet the requirements of this section. The Contractor agrees to remove from circulation or otherwise discontinue the use of.

## 22.0 CHANGES

Program Administrator(s), their implementers or other designated representatives may initiate changes to the Program as circumstances dictate. Program Administrator(s), their implementers or other designated representatives will make every effort to provide at least thirty (30) calendar days' written notice of changes that affect Program activities. However, Program Administrator(s), their implementers or other designated representatives reserve the right to make immediate changes, without notice, as deemed necessary or in the best interest of Program Administrators and its customers.

## 23.0 FAIR TRADE

Contractor agrees to abide by principles of fair trade and conduct as specified by state and federal laws. Contractor specifically agrees not to participate in any price fixing with any other firm or organization taking part in the Program.

## 24.0 FRAUD AND DISHONESTY; COMPLIANCE WITH LAWS

Contractor expressly warrants and represents that it shall conduct its business activities with a high level of integrity, without perpetrating any fraud or dishonesty on customers it serves through the Program. Contractor shall make best efforts to avoid doing any harm to Program Administrator(s), their implementers or other designated representatives including the brands or goodwill of same. Contractor shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern their participation in the Program and/or their interactions with customers.

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Energy Upgrade California® Home Upgrade provides assistance and incentives for home improvement projects that can reduce energy use and make homes more comfortable. This statewide program is managed locally by utilities and regional energy networks and directed by the California Public Utilities Commission in collaboration with the California Energy Commission. Funding comes from utility customers under the auspices of the California Public Utilities Commission. Incentives are offered on a first-come, first-served basis and are effective until the funding is expended or the program is discontinued. Terms and conditions apply. See program rules for details. Programs may be modified or terminated without prior notice. ©2018 Southern California Edison and Southern California Gas Company. Trademarks are property of their respective owners. All rights reserved.