

# 1. DESCRIPTION

The purpose of this Participation Agreement (“Agreement”) is to define the general terms and conditions for participation in various TECH Clean California midstream opt-in programs (the “Program(s)”) for which Cohen Ventures, Inc. DBA Energy Solutions serves as the “Program Implementer”. Each Program covered under this Agreement is funded and administered by one or more “Program Administrator(s)”. Specifics for each Program are set forth in the individual program appendices (referred to herein as the “Program Appendix” or collectively as “Program Appendices”), defined further below.

The Program objectives are to support the adoption of Heat Pump technologies in California. The Program allows Participating Trade Professionals to offer rebates as a discount for Qualifying Equipment to be installed at Eligible Customers’ facilities.

To participate in a Program, Participating Trade Professional is required to sign this Participation Agreement and associated Program Appendices and agree to the terms and conditions of participation set forth herein.

## 2. Participating Trade Professional Information

Company Name ("Participating Trade Professional")			
Parent Company Name (if applicable)			
Company Name to be Included on Public Listing (if different than Company Name above)			
Street Address	City	State	Zip
Mailing Address (if different from above)	City	State	Zip
Federal Tax ID Number		Tax Status (Circle one) Corporation, Partnership, Sole Proprietor, tax-exempt	
Contractor License #			
Primary Program Contact	Title	Phone Number	Email Address
Mobile Number for Primary Program Contact		Do you want to opt-in to receive any TECH Clean California text using this mobile number?* (Circle One)  Yes      No	
Secondary Program Contact	Title	Phone Number	Email Address
Mobile Number for Secondary Program Contact		Do you want to opt-in to receive any TECH Clean California text using this mobile number?* (Circle One)  Yes      No	
Incentive Data Entry Contact	Title	Phone Number	Email Address
Mobile Number for Data Entry Contact		Do you want to opt-in to receive any TECH Clean California text using this mobile number?* (Circle One)	

		Yes	No
Payee Name		Payee Title	
Check Mailing Address			
What Sector do you serve? (Circle one) Single-family   Multifamily   Both		What counties do you primarily serve? (List all)	

**Designated Applicant Information (if applicable)\*\***

Organization Name (if applicable)		Do you approve of the designated applicant receiving incentive payments on your behalf? Receipt of the payment will be considered the "Payee" (Circle One) Yes                  No	
Applicant Contact Name	Contact Title	Contact Phone Number	Contact Email
Mobile Number for Applicant Contact		Do you want to opt-in to receive any TECH Clean California text using this mobile number? * (Circle One) Yes                  No	
Street Address		City	State      Zip
Mailing Address (if different from above)		City	State      Zip
Federal Tax ID Number		Tax Status (Circle one) Corporation, Partnership, Sole Proprietor, tax-exempt	

\* Please note, that for contractors opting into receiving mobile text messages, they may opt out manually after receiving the first text message.

\*\* By completing the Designated Applicant Information section, Participating Trade Professional permits the Designated Applicant to submit the Incentive Application to the TECH Clearinghouse on behalf of the Participating Trade Professional. Notwithstanding the foregoing, any such Incentive Application shall be deemed submitted by Participating Trade Professional for all purposes. In no event shall Program Implementer be responsible or liable, and Participating Trade Professional retains and assumes all liability, for (i) any Incentive Application that is not submitted in a timely manner, that is incomplete or that contains any inaccurate information, or that otherwise fails to meet Program eligibility criteria and is not approved; (ii) maintaining the confidentiality of Participating Trade Professional account passwords and any other private, confidential information provided by Participating Trade Professional to Designated Applicant; or (iii) cooperation with verification activities such as providing supporting documentation to Program Implementer. Participating Trade Professional understands and agrees that there is no guarantee that any Incentive Application submitted by Designated Applicant on behalf of Participating Trade Professional will be approved or that Participating Trade Professional will receive an Incentive payment therefor under this Program.

## Program Definitions

When used in this Agreement, the following terms, with initial capitalization, have the meanings specified below:

**“Designated Applicant”** is a party other than the Participating Trade Professional who is approved to submit Incentive Applications and receive Incentive payments on behalf of the Participating Trade Professional.

**“Gas Corporation”** refers to any gas investor-owned utility (“IOU”) active within the State of California. The gas IOUs within California include Pacific Gas & Electric (“PG&E”), Southern California Gas (“SoCal Gas”), San Diego Gas & Electric (“SDG&E”), Southwest Gas (“SW Gas”).

**“Electric Corporation”** refers to any electric investor-owned utility (“IOU”) active within the State of California. The gas IOUs within California include Pacific Gas & Electric (“PG&E”), Southern California Edison (“SCE”) and San Diego Gas & Electric (“SDG&E”).

**“Heat Pump Incentive (Incentive)”** means financial reimbursement (e.g. rebates, discounts) to Participating Trade Professional paid pursuant to this Agreement to encourage the installation of HPs and HPWHs. The Incentive for each Qualifying Equipment will be set forth on the Qualifying Equipment List, as such may be modified in accordance with this Agreement.

**“Incentive Application”** refers to the form Participating Trade Professional must complete and submit to Energy Solutions in order to request reimbursement of Incentives for Qualifying Equipment. The process for submitting an Incentive Application is included in Exhibit A.

**“Payee”** is the party receiving the Incentive payment. This is the Trade Professional unless they have agreed to assign this to the Designated Applicant.

**“Qualifying Customer”** means eligible customers that reside in California that have available Incentives being offered.

**“Qualifying Equipment”** means that the equipment is eligible for Incentives. Qualifying Equipment is limited to equipment included on the Qualified Equipment List.

**“Qualifying Equipment List”** The list of Qualifying Equipment that is eligible for Incentives.

**“Participating Trade Professional”** means an entity that participates in any TECH Initiative program. The CPUC, at its sole discretion, reserves the right to review and approve if an organization is a Participating Trade Professional.

**“Qualifying Facility”** means the location where the Qualifying Equipment is being installed.

**“Qualifying Sale”** occurs when a Qualifying Equipment is installed at a Qualifying customer by a Participating Trade Professional.

**“TECH Clearinghouse”** is the paperless, online system for entering, processing and tracking applications.

### 3. PROGRAM TERMS OF PARTICIPATION

#### **Term, termination, suspension rights**

Energy Solutions reserves the right to terminate this Agreement or any part of this Agreement for any reason or for no reason in its sole discretion. In the event of such termination, the Participating Trade Professional shall immediately cease participation in the Program, including but not limited to any applicable use of Program materials such as announcement flyers, program website material or any other physical or digital material containing program details. Energy Solutions will not pay Participating Trade Professional incentives for any Applications dated and submitted after receipt of notice of termination or for any costs incurred by the Participating Trade Professional post-termination.

Energy Solutions reserves the right to terminate this Agreement for cause in the event of any default by the Participating Trade Professional, or if the Participating Trade Professional fails to comply with any of the terms and conditions of this Agreement. Examples of cause include but are not limited to (a) failure to properly complete incentive forms; (b) failure to properly process incentives; (c) loss of certifications necessary for participation in the Program, insolvency; or (d) failure to provide Energy Solutions reasonable assurances of future performance. In the event of termination for cause, the Participating Trade Professional shall be liable to the Program for any and all damages sustained by reason of the default, which gave rise to termination.

#### **Changes to the program**

Energy Solutions may, in its sole discretion, make changes to the Program at any time, including, without limitation, modifying incentive amounts, and adding or removing Qualifying Equipment from the Program. The date of such change(s) will take effect on the earlier of (a) the date the change is posted on the Program website, or (b) the date the Participating Trade Professional receives written notice of such change and will apply to any installations completed on or after the date the change takes effect regardless of date the incentive is applied for. Written notice will generally be provided in email format.

### 4. INCENTIVE APPLICATION PROCESSING, TERMS AND PAYMENT

#### *4a. Incentives and Payments*

##### **Online Incentive System**

The program utilizes a paperless, online system for entering, processing and tracking applications. This is referred to as the TECH Clearinghouse. For applications to be processed, each Participating Trade Professional or their Designated Applicant (in either case, whichever party is submitting the application is hereafter referred to as "Applicant"), will submit information into the TECH Clearinghouse, along with supplemental documentation provided by the Participating Trade Professional for each sale. Upon enrollment in the program, Applicant is provided with the TECH Clearinghouse System URL, a unique log-in ID and will receive a mandatory program-supported training on the use of the system. Applicant must request a unique log-in ID for each person that accesses the TECH Clearinghouse. Applicant must make specific log-in ID deactivation requests as appropriate. Additional log-in IDs may be requested by email by the Primary Management Contact, Secondary Management Contact, or Incentive Data Entry Contact identified on this form. Each Applicant must undergo the program-supported training prior to submitting an incentive application to the TECH Clearinghouse.

### **Applying for a Program Incentive**

To apply for a program incentive and receive rebate reimbursement, Applicant must input sales and installation information to TECH Clearinghouse.

### **Application Sales Data Submissions**

In order to participate in the Program, the Applicant must collect and submit sales data on each Incentive Applications. Sales data required may differ depending on the component of the Program that the Participating Trade Professional is taking part in.

### **INCENTIVE APPLICATION TERMS AND CONDITIONS**

The following provisions apply to every incentive application submitted by Applicant.

### **GOOD FAITH STATEMENT**

Applicant warrants all incentive application information is submitted in good faith as true and correct and all the Qualifying Equipment listed in each incentive application is new and was sold by a Participating Trade Professional to a Qualifying Customer who installed the Qualifying Equipment at a Qualifying Facility. Applicant will take appropriate internal administrative steps to avoid duplicate entries of Incentive applications that may be created due to Participating Trade Professional's current paperwork processes, personal organization of assigned administrative support, and potentially fraudulent activity.

### **TAX LIABILITY**

Program implementer may report vendor's sales incentives as income to Payee on IRS Form 1099 depending on their tax status indicated. Payee is encouraged to consult their tax adviser concerning the taxability of incentives. Neither the CPUC nor the program implementer is responsible for any taxes, interest, and/or penalties that may be imposed on Payee as a result of receipt of incentives from this program or any other program related cost. Payee assumes all responsibility for collecting and reporting any and all applicable sales tax. Participating Trade Professional acknowledges that at the time of purchase, sales tax must be applied prior to the application of any rebate.

### **REFUNDS AND ADJUSTMENTS**

Program Implementer is entitled to a prompt refund from Payee of any and all equipment returns processed by Payee for which the Program Implementer has paid a rebate reimbursement to the Payee. Any refund of rebate amounts paid to Participating Trade Professional to which Program Implementer becomes entitled will be deducted and offset as an adjustment from Payee's future invoices. If Program Implementer cannot offset the refund in a timely manner, then, if requested by Program Implementer or the CPUC, the Payee must promptly refund to Program Implementer the rebate amounts due.

Any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, sent electronically via email, a nationally recognized overnight courier, or first-class mail, postage prepaid, to the addresses specified below or to other addresses specified in writing by Energy Solutions. An originally executed version of this Agreement, delivered electronically via email by one party to the other party as evidence of signature shall for all purposes hereof be deemed an original. When any of the above methods of execution of this Agreement is utilized in accordance with the terms set forth in this Section, then neither party shall have the right to object to the manner in which the Agreement was executed as a defense to the enforcement of this Agreement.

#### *4b. Additional Terms and Conditions*

##### **Invoice Requirements**

The following information must be included on invoices to Qualifying Customers:

- Invoice details
- Pre-incentive pricing, noting the incentives as line items with their coordinating amounts
- Pricing, with incentive accounted for
- Manufacturer and model number of installed Qualifying Equipment
- If incentive is passed through at point of sale or will be passed down within 30 days of the incentive being received by the contractor.

##### **Participating Trade Professional Agreement with Customer**

To be eligible for incentives under this Agreement, the Program Participating Trade Professional must enter into an agreement with each Qualifying Customer that is receiving an incentivized product ("Customer Agreement"). This Customer Agreement must include the following: i) Participating Trade Professional's company name and ultimate parent, ii) Participating Trade Professional's customer service contact information (phone number and email), and iii) the TECH Initiative Program Terms and Conditions, set forth and attached herein as Exhibit B.

##### **APPLICATION AGREEMENT CLAUSES**



The following provisions contain terms and conditions that are part of every incentive application. By signing this agreement, Participating Trade Professional agrees that these terms and conditions will apply to every incentive application submitted.

### **WARRANTY DISCLAIMER AND LIABILITY**

NEITHER THE CPUC, SCE NOR THE PROGRAM IMPLEMENTER ENDORSES, GUARANTEES, OR WARRANTS ANY MANUFACTURER, DISTRIBUTOR OR PRODUCT, AND NEITHER THE CPUC, SCE NOR THE PROGRAM IMPLEMENTER MAKES ANY WARRANTIES OR GUARANTEES IN CONNECTION WITH THE PROGRAM, ANY PROJECT, OR ANY ITEM OR SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER THE CPUC, SCE NOR THE PROGRAM IMPLEMENTER SHALL HAVE ANY RESPONSIBILITY OR LIABILITY TO THE PARTICIPATING TRADE PROFESSIONAL, ITS EMPLOYEES, ITS AGENTS OR ANY THIRD PARTIES IN CONNECTION WITH THE PROGRAM OR OTHERWISE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE DISTRIBUTOR'S PARTICIPATION IN THE PROGRAM. THE PARTICIPATING TRADE PROFESSIONAL ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM AND IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF EITHER THE CPUC, SCE OR THE PROGRAM IMPLEMENTER AND NEITHER MAKES ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

IN NO EVENT SHALL A PARTY BE LIABLE TO ANOTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES INCLUDING LOST PROFITS, ARISING FROM OR OTHERWISE IN CONNECTION WITH THIS PARTICIPATION AGREEMENT.

### **INDEMNITY**

Participating Trade Professional agrees to indemnify and hold harmless Energy Solutions, SCE, the CPUC, its officers, agents and employees, from and against any and all claims, demands, liabilities, losses or causes of action which arise out of or are connected with this agreement or the equipment excepting only those claims, demands, liabilities, losses, or causes of action arising solely from the negligence of the Energy Solutions, SCE, the CPUC, its officers, agents and employees.

### **REGULATORY AND GOVERNING AUTHORITY**

Participating Trade Professional understands and agrees that this Participation Agreement and the Program shall at all times be subject to changes or modifications by the CPUC at its sole discretion. Participating Trade Professional understands and agrees that the CPUC may at any time commence an investigation or other regulatory proceeding in connection with the Program and/or this Participant Agreement. Participating Trade Professional agrees to cooperate fully with any such investigation or proceeding.

## **PRESERVATION OF RECORDS**

Participating Trade Professional shall preserve all records of sales of equipment for which a TECH rebate was issued, and a sales incentive was received under this program for a period of five years after termination of this agreement. The CPUC's duly authorized representatives shall have the right to inspect and to reproduce any such accounts and records related to equipment purchase, sales, rebates processed, or the incentives received. All financial statements, reports, records, and other documents shall properly reflect the true facts about all activities and transactions for which the Participating Trade Professional issued a point-of-sale rebate and received an incentive as a program participant.

## **CONFIDENTIALITY**

Participating Trade Professional acknowledges and agrees that CPUC and Program Implementer have no duty of confidentiality with respect to any information submitted by Participating Trade Professional pursuant to its participation in the Program and that Program Administrator and Program Implementer may disclose such information to the CPUC and SCE. This Program is subject to oversight by the CPUC which may wish to review any Program data that Program Implementer receives. Neither the CPUC, SCE nor Program Implementer will have any liability to Participating Trade Professional or any other party as result of any public disclosure of any data or other materials submitted by Participating Trade Professional pursuant to the Program.

## **5. PARTICIPATING TRADE PROFESSIONAL TERMS AND REQUIREMENTS**

### **5.1 Subcontracting**

Participating Trade Professional may use subcontractors to install Qualifying Equipment, provided the Participating Trade Professional takes full responsibility for the services provided by their subcontractors. Participating Trade Professional represents and warrants to Energy Solutions, SCE, and CPUC that all of Participating Trade Professional's subcontractors will perform their services in a professional manner and with the degree of skill and care that is consistent with current, good, and sound professional procedures and practices.

### **5.2 Insurance Requirements**

Participating Trade Professional and any party engaged by Participating Trade Professional shall carry and maintain throughout the Program Term, insurance meeting at least the minimum coverage amounts set forth below. All policies shall be written by a financially responsible insurance company licensed or authorized to do business in the state where the Participating Trade Professional is located, and having a rating of at least "A-" and a financial rating of at least "VII" on the most current edition of AM Best's Key Rating Guide or a secure rating by another generally recognized rating agency. Energy Solutions shall be given no less than thirty days advance written notice of cancellation or material change in coverage. Participating Trade Professional shall send certificates of insurance to Energy Solutions upon completion of this Agreement and prior to submitting an incentive application for any incentive, unless otherwise specified.

### **5.3 Insurance Minimum Coverage Amounts**

Participating Trade Professional shall obtain and maintain the following insurance requirements, consistent with the minimum requirements set forth by the California State License Board:

- a. For a Participating Trade Professional with five (5) or fewer persons listed as personnel on its license, commercial general liability insurance with coverage of an aggregate limit of \$1,000,000 for bodily injury, property damage and personal injury (such coverage to be afforded utilizing one or more commercial general liability and/or umbrella liability policies); plus, an additional \$100,000 for each additional personnel listed on the license; not to exceed \$5,000,000 aggregate.

### **5.4 Warranty**

Participating Trade Professional shall provide Qualifying Customers a warranty on Qualifying Equipment that is the subject of an incentive payment pursuant to this Agreement that all materials and equipment furnished are new, free from faults and defects and of good quality and further warrant against any defect in materials, manufacture, design, or installation for a period of one (1) year from the date the materials are provided and/or installed, whichever is later.

### **5.5 Permits**

Participating Trade Professional shall comply with any and all applicable laws, codes and ordinances and obtain all required licenses, finalized permits or approvals from the appropriate authorities.

### **5.6 Confidential Data**

Qualifying Customer names, utility account numbers and utility billing data are considered confidential data and may not be provided via email. This data may be provided through the TECH Clearinghouse, or if any additional transfer of confidential data is required, Energy Solutions will setup a secure file transfer website for Participating Trade Professional to use to transfer data. Participating Trade Professional is solely responsible for the secure storage of confidential information in its possession that is collected for the submission of incentive claims. Participating Trade Professional must destroy any customer utility account numbers and utility billing data in its possession no later than the date of incentive payment clearing for the incentive submission in question, or 12 months, whichever is lesser.

### **5.7 Non-Discrimination**

Participating Trade Professional and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religions creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Participating Trade Professional and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

### **5.8 Hazardous Materials Regulations**

Participating Trade Professional attests that they conform to industry regulations for treating hazardous or environmentally harmful materials at all times during participation in the Program and their employees are properly trained.

**5.9 Safety Regulations**

Participating Trade Professional attests that they conform to industry regulations for working safely at all times during participation in the Program and their employees are properly trained.

**5.10 Complaint Resolution**

Participating Trade Professional is responsible for maintaining quality relationships with Qualifying Customers and will not hold the Program responsible for outstanding issues with Qualifying Customers as a result of their participation in the Program. Participating Trade Professional shall diligently resolve any Qualifying Customer complaints in a way that preserves Qualifying Customer satisfaction. Failure to resolve Qualifying Customer complaints may result in termination from participation in the Program.

## 5.11 Governing Law; Jurisdiction and Venue

This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of California, without reference to its conflicts of law principles. Participating Trade Professional irrevocably consents to the jurisdiction of the state and federal courts located in the State of California, USA, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum. Participating Trade Professional further agrees that it will not initiate any action against Energy Solutions or CPUC in any other jurisdiction.

## 5.12 Waiver

Delay or failure to enforce or insist on strict compliance with any provision of this Agreement does not constitute a waiver or otherwise modify this Agreement. Waiver of any right granted under this Agreement on one occasion will not: (i) waive any other right; (ii) constitute a continuing waiver or (iii) waive that right on any other occasion.

## 6. TECH Program Terms and Conditions:

**Cancellation Policy, Requirements, Process, and Any Applicable Fees:** There are no applicable fees for participating in the Program, however, Energy Solutions reserves the right to terminate Agreements with Participating Trade Professional for any reason or for no reason in its sole discretion. This may result in cancellation of incentives.

**Risks and Benefits of Participation:** There are no guaranteed benefits for participating in the Program. Incentives are available on a first come first serve basis and can significantly reduce upfront costs of installations. Installing Qualifying Equipment does not guarantee a certain amount of energy or gas savings. The Program will not assume liability for any unpaid incentives, which may present a risk to the Participating Trade Professional and Qualifying Customer. As part of this Agreement, the Participating Trade Professional acknowledges all risks associated with participating in the TECH initiative.

**Disclosure:** Participating Trade Professional, Energy Solutions, and other third parties associated with the Program are not a representative of SCE or any Gas Corporation or otherwise affiliated with SCE or any Gas Corporation.

**Installation Requirements:** The Program requires that the Qualifying Equipment is installed at an eligible customer address that is in California and that the Qualifying Equipment is installed in place of an existing water heater or furnace, or has controls installed that prevent furnace from operating as the main heating source.

**Quality Assurance and Quality Controls Protocols:** All incentive applications will be subject to automated and manual protocols designed by Energy Solutions to evaluate that equipment and customers are eligible to receive program funding, that equipment replaced an existing system and equipment is in good working order. These processes will be used to identify fraudulent activities and ensure no fraudulent data is submitted in applications.

**Inspections, Verification, and Evaluation:** The installation of equipment will be subject to verification and metering by Energy Solutions and its representatives and the program evaluator, as approved by CPUC. Verification and Evaluation (including onsite inspections at

customer address, ), and metering may be performed per Energy Solutions requirements on all equipment listed, or a select portion of the equipment. Evaluation activities may include surveys and interviews of contractors and homeowners/occupants to understand equipment performance and the program experience. Participating Contractor shall be responsible for obtaining necessary Participating Customer consent to such inspections and evaluations.

**Notice:** California Consumers are not obligated to purchase any full fee service or other service not funded by the TECH initiative. This program is funded by California ratepayers and taxpayers and administered by Southern California Edison Company under the auspices of the California Public Utilities Commission. Any data related to this program, including any customer data, will be shared with authorized entities, including but not limited to, policy makers, program implementers, and the program evaluator under confidentiality protocols. Customer data includes (a) any data collected via incentive applications, (b) any data collected from incentivized equipment, either obtained directly from the manufacturer or from other authorized entities by Energy Solutions, Program Evaluator, or other authorized entities approved by CPUC, and (c) meter-based gas consumption and electricity consumption data collected by a customer's utility prior to and following installation of incentivized equipment. As this data will not be made public and will follow the confidentiality rules and protocols established by the CPUC in prior proceedings, it does not require individual customer permission.

By signing below, Participating Trade Professional agrees to be bound by the terms and conditions of this Agreement, including all associated Exhibits and Appendices, and has caused this Agreement to be executed by its duly authorized representative.

Participating Trade Professional Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

If a Designated Applicant has been assigned:

By signing below, Designated Applicant agrees to be bound by the terms and conditions in section 4a of this Agreement and has caused this Agreement to be executed by its duly authorized representative.

Designated Applicant Signature

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Title

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Print Name

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Date

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## Exhibit A: TECH Initiative Participating Trade Professional Incentive Program Procedures

Applications for Incentives must be submitted online. The URL for the online Incentive Application is <http://www.catechincentives.com>.

By submitting an Application, you acknowledge and accept the Terms and Conditions of the Iris online incentive claim-processing platform listed on the website. When you accept the Terms and Conditions, the Incentive Application becomes a legally binding contract between you and Energy Solutions. If the Program Implementer enters an Incentive Application online for you, you agree to review what was entered and confirm it is correct, and that Application is legally binding as if you had entered it personally.

You may only enter an Incentive Application after receiving a username and password for the Program. You should change your password before submitting your first Incentive Application. You will be responsible for maintaining privacy and the privacy of your password and for each Incentive Application submitted using your password.

Failure to meet any of the requirements of these Procedures or take appropriate action to resolve a non-conforming item(s) identified will result in delays and/or loss of the incentive payment.

The information required on each incentive application will be specific to the program the Participating Trade Professional is taking part in, but is expected to include (at a minimum):

1. Customer Name
2. Customer Address
3. Customer Email
4. Single Family or Multifamily property
  - a. If Single Family home: if the Customer is on a CARE rate
  - b. If Multifamily Property: if it is an affordable property
5. Water heater or Heat Pump manufacturer and model
6. Photo of previously installed water heater or furnace
7. Photo of installed heat pump water heater or heat pump
8. Total project cost  
Pre-incentive pricing, noting the incentives as line items with their coordinating amounts
9. Project invoice number
10. Installation date



11. Invoice mentioning the TECH Incentive, and noting if incentive is passed through at point of sale, or will be passed down within 30 days of incentive being received by the contractor.

Participating Trade Professional is responsible for supplying accurate customer information when submitting applications or having applications submitted on your behalf by the Program Implementer.

### **Additional details on Quality Control and Quality Assurance Protocols**

The following requirements will need be verified as part of an Incentive Application review and approval process:

1. The equipment was installed for a Qualifying Customer
2. The equipment installed is Qualifying Equipment
3. The equipment replaced an existing water heater or furnace
4. The Qualifying Equipment is installed in good working order

The sections below detail how each of the above requirements are verified:

The Program requires that the Qualifying Equipment is installed for a Qualifying Customer only and that the Qualifying Equipment is installed in place of an existing water heater or furnace, or has controls installed that prevent furnace from operating as the main heating source. The Program requires that the Qualifying Equipment is installed in working order. The Program requires the Application to contain information that allows for the Program team to verify that these requirements are met.

The Participating Trade Professional will review the Qualified Products List and will have to choose from among the Qualifying Equipment on the list to submit as part of an Incentive Application. Any product listed on the Qualified Product List is considered a Qualifying Equipment. If the Participating Trade Professional submits an Incentive Application for a model not listed on the Qualified Product List, it is the responsibility of the Participating Trade Professional to provide technical documents clearly showing that the equipment meets the specifications outlined in the definition of Qualifying Equipment; the final determination will be made by Energy Solutions in its sole discretion.

The Participating Trade Professional will have to provide pictures of the equipment on site prior to the retrofit clearly showing the previously installed equipment manufacturer, model number and any other components that would show the pre-existing fuel type such as existing gas hookup. The Program Team will review the photos to verify that Qualifying Equipment was installed to replace an existing water heater or furnace. If the model number on the pre- installed equipment is not legible, the Participating Trade Professional will take effort in good faith to capture photos needed to verify the fuel type of the previously installed equipment.

The Program will confirm that the Qualifying Equipment installed matches what was submitted on the Incentive Application by reviewing the photos of the installed equipment provided by the Participating Trade Professional, which will be required to clearly show the equipment nameplate.

If all the requirements listed above are verified, the Incentive Application will be approved and the Incentive payment will be provided to the Participating Trade Professional assuming availability of funds

## Exhibit B

# Customer Agreement to TECH Program Terms and Conditions

**Program Description:** The TECH Clean California initiative (hereafter referred to as the “Program”) provides incentives for the installation of qualifying HVAC heat pumps (“HVAC Heat Pumps”) and Heat Pump Water Heaters (“HPWH”) at qualifying customer (“Customer”) sites. Program incentives are paid to the installing contractor (“Participating Trade Professional”) on the condition that the full amount of the incentives is provided to the Customer, or other party designated by the Customer, to discount project costs. Only residential Customers (including single family and multifamily buildings) in California are eligible to receive HVAC Heat Pump incentives. All residential Customers in California, and commercial Customers served by Pacific Gas & Electric (“PG&E”), Southern California Edison (“SCE”), and San Diego Gas & Electric (“SDG&E”), are eligible to receive HPWH incentives. More information on the Program is available at: <https://techcleanca.com/>

Cohen Ventures, Inc. dba Energy Solutions (“Energy Solutions”) is implementing the Program on behalf of the Southern California Edison Company (“SCE”), which is administering the Program at the direction of the California Public Utilities Commission (“CPUC”).

By signing this document, you, as a prospective Program Customer, are consenting to the Program terms, and are indicating you have read and understand the Program disclosures, set forth below. You, or the utility account holder (“Account Holder”) if a different party, in certain instances as indicated below, are also agreeing to the sharing of certain information to permit the processing of incentive payments and to the enrollment of your electric service account in a Time of Use (“TOU”) rate plan.

## Section 1: General Terms and Conditions

### NOTICE

**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 ratepayers and taxpayers and administered and implemented by Energy Solutions through a contract with Southern California Edison Company on behalf of various California utilities and under the auspices of the California Public Utilities Commission (CPUC). Any data related to this program, including any customer**

**data, will be shared with authorized entities, including but not limited to, policy makers, program implementers, and the program evaluator under confidentiality protocols. As this data will not be made public and will follow the confidentiality rules and protocols established by the CPUC in prior proceedings, it does not require individual customer permission.**

**Qualifying Equipment:** Only Qualifying Equipment, limited to the equipment listed at <https://frontierenergy-tech.my.site.com/contractorsupport/s/>, is eligible for the receipt of Program incentives.

**Program Funding:** This Program is funded by California ratepayers and taxpayers. Both total and certain segments of Program incentive funding are subject to certain limits and available on a first-come, first-served basis until the funding is exhausted or the Program is terminated. Funding for HPWH projects may be provided by the Self-Generation Incentive Program (“SGIP”) HPWH program adopted by the CPUC in Decisions 19-09-027 and 20-01-021.

**Cancellation policy, requirements, process, and any applicable fees:** There is no fee for participating in the Program. You should be aware, however, that if you select a Participating Trade Professional who is subsequently dismissed from the Program for any reason, the Participating Trade Professional may no longer qualify for incentives and may not pass any discount on to you, depending on the agreement you make with your Participating Trade Professional. None of Energy Solutions, SCE, or the other California utilities are party to the agreement you make with your Participating Trade Professional, and you must resolve any dispute you have with them.

**Risks and Benefits of Participation:** There are no guaranteed benefits for participating in the Program. When available, incentives can significantly reduce upfront costs of installations of Qualifying Equipment, but there are no guarantees such installations will deliver a certain amount of energy savings. Neither the Program, its sponsors or Energy Solutions assume any liability for any unpaid incentives, which may present a risk to the installing Participating Trade Professional and you. By signing below, you acknowledge and accept all risks associated with participating in the Program.

**Affiliations:** Installing Participating Trade Professional and Energy Solutions or other third parties associated with the Program are not representatives of or affiliated with SCE, the CPUC or any Gas Corporation.

**Installation Requirements:** The Qualifying Equipment must be installed for your benefit only and, if the Qualifying Equipment is a HVAC Heat Pump, it must be installed in place of an existing furnace, or have controls installed that prevent the existing furnace from operating as the main heating source.

**Quality Assurance and Quality Controls Protocols:** All applications for incentives will be subject to automated and manual protocols designed by Energy Solutions to determine Program eligibility and detect fraud. Such protocols may evaluate equipment and customer

eligibility, confirm an existing heating system was replaced, and determine if the installed Qualifying Equipment is in good working order.

**Inspections, Verification, and Evaluation:** The installation of equipment will be subject to verification and metering by Energy Solutions, its representatives and Program evaluators, as approved by CPUC. Verification, evaluation (including onsite inspections at your address) and metering may be performed on all Qualifying Equipment or a select portion thereof. Evaluation activities may include surveys and interviews of contractors and homeowners/occupants to understand equipment performance and the Program experience.

## Section 2: Heat Pump Water Heater Terms and Conditions

The utility Account Holder, or an authorized representative of the Account Holder, must complete this section in order for the project to qualify for Program HPWH incentives.

If the Account Holder is not the same party as the Customer (e.g., the Customer is the property owner but the Account Holder is a tenant), the Account Holder must complete and sign this section, and the Customer must complete and sign Section 3.

The Account Holder who must complete this section is determined by project type, as listed below:

- For Multifamily Unitary HPWH projects (i.e., residential buildings with 2 or more residences): the utility account holder for the property's common meter(s).
- For Multifamily Central HPWH projects (i.e., residential buildings with 2 or more residences): the utility account holder for the meter(s) that serves the central HPWH.
- For all other residential and non-residential projects: the utility account holder for the residence or business.

### **Demand Response Program Enrollment Requirement:**

Demand response (DR) programs help consumers lower their electricity usage during the times of day when there is the greatest demand on the electric grid. These programs send notifications to consumers or appliances to optimize the timing of their energy usage for bill savings and public benefits. **Account Holder must check the box below and agree to enroll in a qualified DR program and stay enrolled for a minimum of three years. Please visit <https://switchison.org/techcleanca/demand-response/> to learn more about qualified DR program options and benefits.**

- I, the Account Holder or authorized representative of the Account Holder, understand and agree that I will enroll in a qualifying demand response program for three years, if one is available in my area. If there is a program for HPWH optimization available in my area, I acknowledge that I will receive information about it.

### **Time Of Use Rate Enrollment Requirement:**

This requirement applies only to:

- Residential Unitary HPWH projects (including single family home utility accounts, and multifamily common area utility accounts)
- Small Business Unitary HPWH projects (i.e., projects at non-residential buildings that meet the requirements for Residential Unitary HPWH installations including equipment, installation, and enrollment requirements)

TOU rates charge varying prices for electricity by time of day, allowing consumers to take advantage of times when energy is less expensive and cleaner to produce. Account holders on TOU rates have the opportunity to reduce their electricity bills with HPWH schedule optimization, which their Participating Trade Professional must set up during HPWH installation.

Account Holder must enroll in a TOU rate if they are not already enrolled in a TOU rate. If you do not indicate a specific TOU rate you wish to enroll in below, you agree that your electric utility will enroll you in its default TOU rate plan, as a condition of your participation in the Program. If you already are on a TOU rate, your electric utility will keep you on that rate unless you elect a different TOU rate choice below. Once your TOU rate enrollment, or TOU rate change if you elect that option, has been completed by your electric utility, you are expected to remain on that billing rate for 12 months. Program incentives cannot be paid until your electric utility confirms this TOU rate enrollment to Energy Solutions. If you purchase electricity through a Community Choice Aggregator (“CCA”), your enrollment will be completed by your electric utility on behalf of your CCA.

- Account Holder must check the box below to agree to TOU rate enrollment. TOU rate enrollment is not required if your electric service provider does not offer TOU rates or is not listed on <https://switchison.org/techcleanca/time-of-use-rates/> . Please visit <https://switchison.org/techcleanca/time-of-use-rates/> to learn more about the various TOU rate options available to you.** I, the Account Holder or authorized representative of the Account Holder, understand and agree that if my electric utility offers TOU rates and I am not already enrolled on a TOU rate, my electric utility will move me onto a TOU rate.

**Check one of the following:**

- At least one of the following conditions apply to me:
- I am not enrolled in a TOU rate, and I request that my electric utility enroll me in its default TOU rate, if one exists;
  - I am already on a TOU rate, and I request that my electric utility keep me enrolled in that rate plan.
  - I am not sure whether I am on a TOU rate and accept that my utility will move me to its default TOU rate if I am not already on one.
  - My utility is not listed on the website above and therefore I am not required to enroll in a TOU rate.
  - My project type (Multifamily Central or Large Commercial) is exempt from this requirement.

I would like my utility to move me to the following rate: \_\_\_\_\_. If the rate I have listed is not valid, I request that my electric utility to enroll me into its default TOU rate, if one exists.

**Utility Account Number Requirement:**

To participate, Account Holders of the following electric utilities must list a specific account number, **including all “0”s**, from their electric utility as described below:

If you receive electric service from **Pacific Gas & Electric (“PG&E”)**, you must list your **Service Agreement ID** in the space provided below for the purpose of verifying your eligibility to receive Program incentives. This number is located on your PG&E bill and is 10 digits long:

**PG&E Service Agreement ID:** \_ \_ \_ \_ \_

If you receive electric service from **Southern California Edison (“SCE”)**, you must list your **Service Account Number** in the space provided below for the purpose of verifying your eligibility to receive Program incentives. This number is located on your SCE bill and is 10 digits long, beginning with “800”:

**SCE Service Account Number: 8 0 0** \_ \_ \_ \_ \_

If you receive electric service from **San Diego Gas & Electric (“SDG&E”)** you must list your **Account Number** in the space provided below for the purpose of verifying your eligibility to receive Program incentives. This number is located on your SDG&E bill and is 12 digits long:

**SDG&E Account Number:** \_ \_ \_ \_ \_

You hereby agree that Energy Solutions may share this account number information with your electric utility for the purpose of verifying your eligibility for Program participation, verifying your enrollment in a DR program, and enrolling your utility account, or confirming that your utility account is enrolled, in a TOU rate. Energy Solutions shall not use this account number information for any other purpose and will not retain this information for longer than reasonably necessary to comply with Program requirements.

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<b>Account Holder Signature</b>	<b>Full Name</b>	<b>Date</b>
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**Section 3: Acknowledgment and Signature**

Customer, check one or both of the following:

- I am applying for Program incentives for a HVAC Heat Pump.** I agree to the terms and conditions of Section 1.
- I am applying for Program incentives for a Heat Pump Water Heater (HPWH).** I agree to the terms and conditions of Section 1, and if I am the Account Holder or representative authorized by the Account Holder, I have completed and agree to the terms and conditions of Section 2. If I am not the Account Holder or representative authorized by the Account Holder, I have confirmed that this party has completed and signed Section 2.

Customer, you are encouraged, but not required, to check the following:

- (Optional) I would like to be contacted about future demand response programs that interact with my HPWH for additional electric bill savings, and I hereby consent to Energy Solutions sharing my contact and equipment information with potential third-party suppliers of such services for the limited purpose of providing such information to me.

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**Customer Signature**

**Full Name**

**Date**

**Notice of Additional Incentive Opportunities:**

**Electric Service Upgrade Funding:** Customers of PG&E, SCE, and SDG&E that need electric service upgrades before installing a HPWH installation qualify for additional funds to cover the cost of certain necessary upgrades. Customer should remind their contractor to indicate, on the service request form sent to the utility, that upgrades are necessary for a TECH HPWH project. Determining which upgrades are required is at the sole discretion of the electric utility, in consultation with the Customer’s selected contractor.

**Equity Funding:** The Program offers higher “Equity” incentives to customers that meet certain income thresholds. Find out more and learn whether you might qualify by visiting [switchison.org/tech/hpwh-equity](https://switchison.org/tech/hpwh-equity)

**Inflation Reduction Act Funding:** This project may also qualify for funds provided by the U.S. Department of Energy as authorized by the Inflation Reduction Act of 2022. You are encouraged to explore the availability of such funds for your project, which are separate from and not related to the Program. For more information on Inflation Reduction Act funding, please visit [https://www.energystar.gov/about/federal\\_tax\\_credits](https://www.energystar.gov/about/federal_tax_credits) .

**By scanning this QR code, you can link directly to more information on demand response, TOU rates, and Equity incentives.**  
[switchison.org/tech/hpwh-incentives](https://switchison.org/tech/hpwh-incentives)





SCAN ME

## 7. Appendix A: TECH Clean California

This Program Appendix is issued under the Participation Agreement executed by Participating Trade Professional and includes additional terms and conditions specific to the TECH Clean California Initiative that Participating Trade Professional must comply with in order to participate in TECH Clean California Initiative. These terms and conditions are supplemental to the terms and conditions of the Agreement. This Program Appendix is incorporated into the Agreement by this reference. To the extent any of the below terms and conditions conflict with any term or condition of the Agreement, with respect to Participating Trade Professional's participation in TECH Clean California Initiative the below terms and conditions shall control. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

<b>Program Name</b>	TECH Clean California Initiative
<b>Program Administrator</b>	Southern California Edison Company ("SCE")
<b>Program Administration Structure</b>	The Program is funded by California ratepayers and taxpayers and administered by Southern California Edison Company ("SCE") under the auspices of the California Public Utilities Commission ("CPUC"). The Program provides incentives to Participating Trade Professionals for selling and installing qualifying HPWHs and HPs to California residential customers.
<b>Governing State</b>	California
<b>Program End Date</b>	June 7, 2025 (May be extended via email notification)
<b>Regulatory Authority/Governmental Body</b>	California Public Utilities Commission
<b>Available Budget</b>	<a href="https://techcleanca.com/incentives/">https://techcleanca.com/incentives/</a>

### Eligible Customer

Eligible customers for TECH Clean California can be found here: <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Qualifying-Home-Types-Customers>

### Qualifying Equipment

- **Single Family Heat Pump HVAC:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Qualifying-Single-Family-HVAC-Equipment>
- **Single Family HPWH:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Qualifying-Heat-Pump-Water-Heaters>
- **Multifamily Heat Pump HVAC:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Qualifying-Multifamily-Heat-Pump-HVAC-Equipment>
- **Multifamily HPWH:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Qualifying-Heat-Pump-Water-Heaters>

**Available Incentives:**

- **Single Family HVAC:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Heat-Pump-HVAC-Incentives-Single-Family>
- **Single Family HPWH:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Incentives-Overview>

**Eligible Installation**

Installations of Qualifying Equipment to replace non-heat pump equipment are eligible. New construction, heat pump add-ons and heat pump to heat pump conversions are not eligible. Eligible pre-existing equipment type can be found here: <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Qualifying-Heating-Fuels-System-Types>

Participating Trade Professional Signature

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Title

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Print Name

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Date

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If a Designated Applicant has been assigned:

By signing below, Designated Applicant agrees to be bound by the terms and conditions in section 4a of this Agreement and has caused this Agreement to be executed by its duly authorized representative.

Designated Applicant Signature

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Title

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Print Name

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Date \_\_\_\_\_

## 8. Appendix B: TECH Heat Pump Water Heaters

This Program Appendix is issued under the Participation Agreement executed by Participating Trade Professional and includes additional terms and conditions specific to the TECH Clean California Initiative that Participating Trade Professional must comply with in order to participate in TECH Clean California HPWH. These terms and conditions are supplemental to the terms and conditions of the Agreement. This Program Appendix is incorporated into the Agreement by this reference. To the extent any of the below terms and conditions conflict with any term or condition of the Agreement, with respect to Participating Trade Professional's participation in TECH Clean California Initiative the below terms and conditions shall control. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

<b>Program Name</b>	TECH Clean California HPWHs (Funded by Self Generation Incentive Program HPWH (SGIP HPWH))
<b>Program Administrator</b>	Southern California Edison Company ("SCE")
<b>Program Administration Structure</b>	The Program is funded by California ratepayers and taxpayers and administered by Southern California Edison Company ("SCE") under the auspices of the California Public Utilities Commission ("CPUC"). The Program provides incentives to Participating Trade Professionals for selling and installing qualifying HPWHs to California residential customers.
<b>Governing State</b>	California
<b>Program Term</b>	December 31, 2025 (May be extended via email notification)
<b>Regulatory Authority/Governmental Body</b>	CPUC
<b>Available Budget</b>	<a href="https://techcleanca.com/incentives/">https://techcleanca.com/incentives/</a>

### **Eligible Customer**

Eligible customers for the residential and commercial offerings through TECH Heat Pump Water Heaters can be found here: <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Qualifying-Home-Types-Customers>

Single Family and Multifamily Customers who may qualify for Equity Incentives are defined here: <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Equity-Incentives-Qualification>

### **Participating Trade Professional Requirements**

Participating Trade Professional's must meet the following additional requirements:

- Provide one of the following
  - Two or more online customer reviews
  - Two customer references
  - Proof that two customer references have been verified previously in relation to a similar HPWH incentive program, such as the TECH Clean California Initiative
- Have at least one individual complete the ENERGY STAR Manufacturer Action Council (“ESMAC”) HPWH Installation training
- Each installer must either complete a relevant state-certified apprenticeship program or complete a heat pump water heater installation training deemed appropriate by the Program Team. Eligible heat pump water heater installation trainings

Overview of the required training can be found here: <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Heat-Pump-Water-Heater-Trainings-and-Resources>

### **Qualifying Equipment**

- **Residential Unitary HPWH:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Qualifying-Heat-Pump-Water-Heaters>
- **Small Business HPWH:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Qualifying-Heat-Pump-Water-Heaters>
- **Multifamily Central HPWH:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Qualifying-Heat-Pump-Water-Heaters>
- **Large Commercial HPWH:-** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Qualifying-Heat-Pump-Water-Heaters>

### **Eligible Installation**

Only installations where a Qualifying Equipment is being installed to replace a non-HP water heater qualify. HPWH to HPWH and new construction projects do not qualify. Installed HPWHs must meet certain installation requirements:

- **Residential Unitary:** Installed in compliance with the CEC’s JA-13 installation specification, including executing at a minimum the basic load-up and light shed demand management functionality based on a local TOU rate, and sized at a minimum to meet California Plumbing Code first hour rating requirements. A thermostatic mixing valve must be installed or integrated within the HPWH
- **Small Business:** Installed in compliance with the CEC’s JA-13 installation specification, including executing at a minimum the basic load-up and light shed demand management functionality based on a local TOU rate.
- **Multifamily Central:** Installed and operated to shift  $\geq 5\text{kg CO}_2/\text{kWh}$ . Must install data monitoring equipment with two-way communication.
- **Large Commercial:** Installed and operated to shift  $\geq 5\text{kg CO}_2/\text{kWh}$ .

**Incentives**

- **Single Family:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Incentives-Overview>
- **Multifamily:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Incentives-Overview>
- **Commercial:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Heat-Pump-Water-Heater-Incentives-Commercial>

**Eligible Customer Enrollment Requirements**

Eligible Customers must meet the following additional enrollment requirements:

- **Residential Unitary:** Customer must enroll on a TOU rate and in a qualified demand response program. For multifamily, the requirements apply to the common area meter, not to renters.
- **Small Business:** Customer must enroll on a TOU rate and in a qualified demand response program
- **Multifamily Central:** Account linked to central heat pump water heater must enroll in a qualified demand response program
- **Large Commercial:** Customer must enroll on a qualified demand response program

Participating Trade Professional Signature

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Title

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Print Name

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Date

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If a Designated Applicant has been assigned:

By signing below, Designated Applicant agrees to be bound by the terms and conditions in section 4a of this Agreement and has caused this Agreement to be executed by its duly authorized representative.

Designated Applicant Signature

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Title

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Print Name

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Date

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## 9. Appendix C: Central Coast Community Energy Electrify Your Home

This Program Appendix is issued under the Participation Agreement executed by Participating Trade Professional and includes additional terms and conditions specific to the Electrify Your Home program that Participating Trade Professional must comply with in order to participate in Electrify Your Home program. These terms and conditions are supplemental to the terms and conditions of the Agreement. This Program Appendix is incorporated into the Agreement by this reference. To the extent any of the below terms and conditions conflict with any term or condition of the Agreement, with respect to Participating Trade Professional’s participation in TECH Clean California Initiative the below terms and conditions shall control. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

<b>Program Name</b>	Electrify Your Home
<b>Program Administrator</b>	Central Coast Community Energy (“3CE”)
<b>Program Administration Structure</b>	Cohen Ventures, Inc. dba Energy Solutions (hereinafter referred to as “Energy Solutions” or “Program Implementer”) is implementing the program on behalf of Central Coast Community Energy
<b>Governing State</b>	California
<b>Program Term</b>	September 31, 2024 (May be extended via email notification)
<b>Regulatory Authority/Governmental Body</b>	CPUC
<b>Program Budget</b>	<a href="https://techcleanca.com/incentives/">https://techcleanca.com/incentives/</a>

### Eligible Customer

An eligible customer is a residential customer who received electricity from 3CE. Residential customers who meet the following are considered Equity Customers and are eligible for a higher incentive rate :

- Single Family: any customer on a CARE/FERA rate
- Multifamily: Buildings meeting any of the following criteria are considered an Equity Customer
  - Subsidized Affordable Housing
  - Natural Occurring Affordable Housing (NOAH)
  - Building where 66% of units are equal to or less than 80% AMI
  - Building in a disadvantaged community as defined by Cal Enviro Screen 4.0
  - Building resides in a low-income or Disadvantaged County

### Qualifying Equipment

- **Single Family Heat Pump HVAC:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Qualifying-Single-Family-HVAC-Equipment>
- **Single Family HPWH:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Qualifying-Single-Family-HPWH-Units>



- **Multifamily Heat Pump HVAC:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Qualifying-Multifamily-Heat-Pump-HVAC-Equipment>
- **Multifamily HPWH:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Qualifying-Multifamily-HPWH-Equipment>

Please note, dual fuel HVAC equipment does **not** qualify

**Incentive Rates**

- **Single Family Incentives:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Central-Coast-Community-Energy-s-Electrify-Your-Home-Single-Family>
- **Multifamily Incentives:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Central-Coast-Community-Energy-s-Electrify-Your-Home-Multifamily>

**Eligible Installation**

Installations of Qualifying Equipment to replace existing natural gas or propane space or water heating equipment. Installation of Qualifying Equipment to replace existing electric resistance space or water heating equipment does not qualify for the Program. In addition, gas equipment must be fully decommissioned and cannot act as a backup space or water heating source.

Participating Trade Professional Signature	_____
Title	_____
Print Name	_____
Date	_____

If a Designated Applicant has been assigned:

By signing below, Designated Applicant agrees to be bound by the terms and conditions in section 4a of this Agreement and has caused this Agreement to be executed by its duly authorized representative.

Designated Applicant Signature \_\_\_\_\_

Title \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

## 10. Appendix D: BayREN HPWH Contractor Incentive Program

This Program Appendix is issued under the Participation Agreement executed by Participating Trade Professional and includes additional terms and conditions specific to the Heat Pump Water Heater Incentive Program that Participating Trade Professional must comply with in order to participate in Heat Pump Water Heater Incentive Program. These terms and conditions are supplemental to the terms and conditions of the Agreement. This Program Appendix is incorporated into the Agreement by this reference. To the extent any of the below terms and conditions conflict with any term or condition of the Agreement, with respect to Participating Trade Professional’s participation in TECH Clean California Initiative the below terms and conditions shall control. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

<b>Program Name</b>	Heat Pump Water Heater Incentive Program
<b>Program Administrator</b>	Bay Area Regional Energy Network (BayREN)
<b>Program Administration Structure</b>	Cohen Ventures, Inc. dba Energy Solutions (hereinafter referred to as “Energy Solutions” or “Program Implementer”) is implementing the program on behalf of Energy Council.
<b>Governing State</b>	California
<b>Program Term</b>	March 31, 2025 (May be extended via email notification)
<b>Regulatory Authority/Governmental Body</b>	CPUC

### Eligible Customer

An eligible customer is a residential customer who received electricity from one of the participating agencies listed below.

- East Bay Community Energy (EBCE)
- MCE
- CleanPowerSF (CPSF)
- Silicon Valley Power (SVP)

Participating agencies may be added or removed with advanced notice

**Qualifying Equipment**

- **Unitary HPWH Qualified Products List:** <https://frontierenergy-tech.my.site.com/contractorsupport/s/article/Qualifying-Single-Family-HPWH-Units>

**Incentive Rates**

The Program pays incentives of \$1,000/unit installed for an Eligible Customer

**Eligible Installation**

Installations of an Qualifying Equipment to replace an existing natural gas or propane HPWH for Eligible of Equipment. Installations of up to 5 individual units per property are allowed . Installations of more than 5 units per property require prior approval from the Program Administrator

Installations of Qualifying Equipment to serve more than one unit is also an Eligible Installation

**Invoice Requirements**

Invoices provided on Application Claims are not required to list the incentives that the project is eligible for through the Heat Pump Water Heater Incentive Program

Participating Trade Professional Signature

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Title

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Print Name

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Date

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If a Designated Applicant has been assigned:

By signing below, Designated Applicant agrees to be bound by the terms and conditions in section 4a of this Agreement and has caused this Agreement to be executed by its duly authorized representative.

Designated Applicant Signature

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Title

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Print Name

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Date

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