

## **CLEAR**Result Program for Resource Efficiency in Private and Public Schools Program Participation Agreement (PPA)

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### **Program Mission**

The Program for Resource Efficiency in Private and Public Schools (PREPPS), administered by CLEARResult, provides technical assistance, information and incentives, through installation support services and/or rebates, to eligible private preschool, K–12 school, college, university, trade/technical school or other privately funded institution of learning in NAICS 61, or public K-12 school customers, to install energy efficient equipment to reduce natural gas consumption and costs. PREPPS is offered on a first come, first-served basis only while funding lasts. PREPPS runs from January 1, 2015 to December 31, 2015.

### **Objective**

The objective of this Program Participation Agreement (PPA) is to secure participation in PREPPS and allow CLEARResult to provide customers PREPPS services to save natural gas through various energy efficiency projects. After signing the PPA, the customer will receive audits and/or other services related to specific energy efficiency measures for which the customer may wish to pursue. CLEARResult will comply with all federal, state, and municipal laws, ordinances, rules, orders and regulations which apply to the audits or other services provided. After the efficiency measures have been defined, CLEARResult may work with the customer to develop a customized Project Implementation Agreement (PIA) that focuses available PREPPS resources on specific project implementation services. Key components of the PIA include a list of identified projects to be implemented and the form in which the customer will receive its incentives.

### **Customer Agreement**

\_\_\_\_\_ (hereinafter “Customer”) hereby enters into this PPA with CLEARResult to participate in PREPPS. By signing this PPA, Customer agrees to support the CLEARResult PREPPS team and assign a representative from Customer’s facilities/operations department to facilitate services provided under this PPA, and to later facilitate the production of a Project Implementation Agreement (PIA) between CLEARResult and Customer. It is the Customer’s intent to install any projects identified in the PIA that meet the business, financial and operational requirements of the Customer using PREPPS incentives and/or services. Customer hereby agrees to allow CLEARResult access to its facilities, natural gas use and cost information for purposes of implementing this agreement. In addition, Customer hereby agrees to allow Southern California Gas Company (SoCalGas) and/or the California Public Utilities Commission (CPUC) access to these facilities for the purpose of confirming Customer’s participation in PREPPS and/or inspecting any natural gas efficiency measures ultimately installed. Customer agrees not to use the name or identifying characteristics of SoCalGas or its contractors for any advertising, sales promotion, or other publicity of any kind. Customer also confirms that Customer has not and will not receive rebates, incentives or services for the same measure(s) from another utility, state or local program funded by California ratepayers.

CLEARResult is receiving funds from SoCalGas for this project, but the Parties (whereby the term “Party” means Customer and CLEARResult individually, collectively referred to as the “Parties”) acknowledge and agree that neither SoCalGas nor CLEARResult shall be liable to any Party for losses or damages, including special, consequential, punitive, incidental or coincidental damages, arising from or relating to this PPA. Neither SoCalGas nor CLEARResult makes any representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system, or appliance installed pursuant to this PPA and expressly disclaims any representation, warranty, or liability. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of laws of another jurisdiction. This paragraph shall survive the termination of this PPA.

SoCalGas shall not be responsible for costs or corrections of conditions already existing in the facilities inspected which fail to comply with applicable laws and regulations.

### **Participant Eligibility**

Customer hereby confirms it is an existing private preschool, K–12 school, college, university, trade/technical school or other privately funded institution of learning in NAICS 61, or public K-12 school, that receives gas distribution services from SoCalGas and pays the gas Public Purpose surcharge, which is a non-bypassable surcharge imposed on all utility retail sales to fund public goods research, development and demonstration, and energy efficiency activities.

### **Confidentiality**

CLEARResult shall keep Customer information confidential. Only SoCalGas and the CPUC will be granted access to Customer data as needed or required. CLEARResult will not use the name or identifying characteristics of the Customer in advertising sales promotion or other publicity without the Customer’s written approval.

This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement.

Customer Representative Signature: \_\_\_\_\_ Phone \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date \_\_\_\_\_

The Program for Resource Efficiency in Private and Public Schools (PREPPS) is funded by California utility customers and is administered by Southern California Gas Company (SoCalGas) under the auspices of the California Public Utilities Commission, through a contract awarded to CLEARResult. California customers who choose to participate in this Program are not obligated to purchase any additional services offered by Contractor. The trademarks used herein are the property of their respective owners. By providing the above information you are authorizing Contractor to process your information and contact you as necessary. SoCalGas is not responsible for goods and/or services selected by customer or installed by Contractor and makes no warranty, whether express or implied, including warranty of merchantability or fitness for any particular purpose, use or application of the selected goods and/or services.