

2009 Advanced Home Program Agreement

PROJECT INFORMATION

Project Name	County	CEC Climate Zone / /
Project Address	Permitting Agency / /	Permit Date / /
City	Zip Code	Construction Start Date () -
Project Site Contact	Contact Telephone Number <input type="checkbox"/> For Sale <input type="checkbox"/> For Rent	Construction Completion Date / /
Construction Phase/s (If applicable)	Market Sector <input type="checkbox"/> Detached <input type="checkbox"/> Duplex <input type="checkbox"/> Townhome	Verification Start Date
Lots (Single Family) / Buildings (Multifamily)	Single Family Project Building Design Type <input type="checkbox"/> Townhome <input type="checkbox"/> Condominium <input type="checkbox"/> Apartments	Permit Date
Tract Number (Single Family) <input type="checkbox"/> 2005 Standards <input type="checkbox"/> 2008 Standards	Multifamily Project Building Design Type <input type="checkbox"/> Condominium <input type="checkbox"/> Apartments	Construction Start Date
Building Energy Efficiency Standards	High Rise Multifamily Project Building Design Type	Construction Completion Date

PROGRAM PARTICIPATION

Total Number of Dwelling Units		
Total Units		<input type="checkbox"/> California Energy Star® New Homes Incentive _____
Total Units		<input type="checkbox"/> Fire Assistance Program Incentive _____
		<input type="checkbox"/> Tier I – 15%
		<input type="checkbox"/> Tier II – 35%
Total Units		<input type="checkbox"/> High Rise Multifamily Incentive _____
Total Units		<input type="checkbox"/> High Performing New Homes Incentive _____
		<input type="checkbox"/> Tier I – 15%
		<input type="checkbox"/> Tier II – 35%
		<input type="checkbox"/> Electronic Plan Submission Incentive _____

FOR ADMINISTRATIVE UTILITY USE

/ /	Name	Signature	Utility Inspector
Date Agreement Received		/ /	
/ /	Title	Date Agreement Approved	Utility Inspection Company
Plan Review Approval			

For more information on programs and services offered by San Diego Gas & Electric visit www.sdge.com/construction, email us at NewHomes@sdge.com or call 1-866-631-1744

APPLICANT INFORMATION

Corporation Unincorporated Exempt

Applicant Name	Federal Tax ID No.
Payee Name	Mailing Address
Builder/Owner Contact () - () -	City Zip Code
Telephone Facsimile	Permanent Address Same as Above <input type="checkbox"/>
Email	City Zip Code () -
Internet Site	Utility Representative Telephone

TERMS AND CONDITIONS

San Diego Gas & Electric agrees to provide an incentive for eligible homes that qualify for the Program. Once the agreement has been accepted, as evidenced by a letter of acceptance from San Diego Gas & Electric, incentive funds will be allocated and paid provided the applicant meets all of the requirements. Funds are limited and will be reserved to projects that meet Program requirements until funds are expended, fully committed or thirty-six (36) months from the date San Diego Gas & Electric accepts this agreement, whichever occurs first. To be valid, this Agreement must be signed by all parties prior to December 31, 2009.

Applicant Agrees To:

1. Notify San Diego Gas & Electric in writing prior to construction of any changes that will affect the number of units, energy use, performance of the units, and/or incentive levels covered by the Agreement. In every case, applicant agrees to make this notification before applying for the incentive payment for affected units.
2. Permit and ensure a San Diego Gas & Electric representative's access to each home, prior to occupancy, to verify installation of measures.
3. Not refer to any homes as California Energy Star[®] New Homes, Energy Star[®] or Advanced Home unless those homes qualify as such under the conditions specified in the agreement. References include advertising copy, other promotional material or verbal representation. Applicant further agrees not to reference San Diego Gas & Electric without prior written approval.
4. Indemnify San Diego Gas & Electric, its affiliates, subsidiaries, parent company, officers, directors, agents, and employees against all loss, damage, expense, and liability resulting from injury to, or death of persons; and against all injury to property arising out of, or in any way connected with, the performance of this Agreement. Applicant shall, at San Diego Gas & Electric's request, defend any suit asserting a claim covered by this indemnity.
5. Make good-faith efforts to promote Program participation by displaying any provided merchandising materials at the participating project or developed by the applicant.
6. Applicant agrees not to state or imply to homebuyers or others that it is an agent, employee or representative of San Diego Gas & Electric.
7. Comply with all of the Program on-site verification requirements. This includes utilizing a certified HERS Rater to perform diagnostic testing and verification.
8. Builder agrees to allow the Utility to use builder's and project's name in any advertising promoting the Program, including, but not limited to, direct mail, mail, newspaper and online advertising.

Additional Terms

1. If this Agreement is terminated for any reason, the Utility shall not be liable to the applicant for damages or compensation of any kind.
2. San Diego Gas & Electric reserves the right to determine eligibility for the life of this agreement.
3. San Diego Gas & Electric makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed pursuant to this Agreement, and expressly disclaims any such representation, warranty or liability. Applicant agrees to indemnify San Diego Gas & Electric, its affiliates, subsidiaries, parent company, officers, directors, agents, and employees against all loss, damage, expense, and liability arising from any measures installed.
4. Both funding and the conditions of the program are subject to the jurisdiction of the California Public Utilities Commission (CPUC) and shall be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction. If there are changes in the program, San Diego Gas & Electric will endeavor, but cannot guarantee, to provide a reasonable period of time before changes go into effect.
5. Applicant understands that should the Program be modified in any way or terminated by order of any government entity, this Agreement shall be revised or terminated consistent with that order.
6. In the event the CPUC withdraws its approval of the Advanced Home Program or San Diego Gas & Electric is unable to recover the cost from public goods funds, the Utility may terminate this Agreement upon 30 days prior written notice, provided that San Diego Gas & Electric shall be required to pay incentives with respect to the required program measures installed and approved before such notice.
7. All Agreements are subject to San Diego Gas & Electric's verification of eligibility and compliance with supplemental program descriptions and requirements to applicant. San Diego Gas & Electric retains final authority to calculate incentive payments under this Agreement.
8. San Diego Gas & Electric may assign this Agreement, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without the applicant's prior written consent, provided San Diego Gas & Electric remains obligated for payments incurred prior to the assignment. The applicant may not assign this agreement, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of San Diego Gas & Electric.

Tax Liability

Incentives, greater than \$600, are taxable and will be reported to the IRS unless you qualify under an exempt status. San Diego Gas & Electric will report your incentive as income to you on IRS form 1099 unless you have marked the "Corporation" or "Exempt" tax status box on this form. You are urged to consult a tax adviser concerning the taxability of incentives. San Diego Gas & Electric is not responsible for any taxes that may be imposed due to incentive payments.

AGREEMENT

I, the undersigned, agree that I meet the Advanced Home Program eligibility requirements. The information that I have supplied on this form is true, correct and complete. I have read, understand, and agree to abide by the program rules, requirements and terms set forth in the Participant Handbook and Terms and Conditions. This project is not receiving energy efficiency incentives from any other publicly funded source.

Print Name	Title / /
Signature	Date Agreement Signed

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Project Name

Builder Name

Utility Representative

PERFORMANCE PROGRAM CALCULATORS

DWELLING UNIT CALCULATOR

Plan Name	Number of Dwelling Units	Number of Each Plan	Total Dwelling Units
Total			

PERFORMANCE INCENTIVE CALCULATOR

Performance Program	Construction Type	Quantity	Incentive	Total
Energy Star, CEC Climate Zone 1-7	Single Family		\$400.00	
	Multifamily		\$150.00	
Energy Star CEC Climate Zone 8-16	Single Family		\$500.00	
	Multifamily		\$200.00	
High Rise CEC Climate Zone 1-7	Multifamily		\$150.00	
High Rise CEC Climate Zone 8-16	Multifamily		\$200.00	
High Performing New Homes Program Tier I 2005 CA Title 24 + 15% Climate Zone 1-7	Single Family		\$400.00	
	Multifamily		\$150.00	
High Performing New Homes Program Tier I 2005 CA Title 24 + 15% Climate Zone 8-16	Single Family		\$500.00	
	Multifamily		\$200.00	
High Performing New Homes Program Tier II 2005 CA Title 24 + 35% Climate Zone 1-16	Single Family		\$2,000.00	
Fire Assistance Program Tier I 2005 CA Title 24 + 15% Climate Zone 1-7	Single Family		\$800.00	
Fire Assistance Program Tier I 2005 CA Title 24 + 15% Climate Zone 8-16	Single Family		\$1,000.00	
Fire Assistance Program Tier II 2005 CA Title 24 +35% Climate Zone 1-16	Single Family		\$4,000.00	
Electronic Plan Files (per project)			\$100.00	
TOTAL INCENTIVE PAYMENT				

of Homes To Be Completed in 2009

of Homes To Be Completed in 2011

of Homes To Be Completed in 2010

of Homes To Be Completed in 2012

PERFORMANCE PROGRAM HERS RATER INFORMATION

HERS Rater

Mailing Address

Rater Company

City

Zip Code

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Telephone

Facsimile

Email

HERS Provider