

# COMPREHENSIVE ENERGY MANAGEMENT SOLUTIONS (CEMS) PROGRAM TRADE PROFESSIONAL APPLICATION

Contractors interested in joining the Comprehensive Energy Management Solutions (CEMS) Program Trade Professional (Trade Pro) Network will need to complete and submit this application and agree to required Terms & Conditions. The Trade Pro Network is for companies that provide guidance, products and services to assist CEMS customers in implementing energy efficient measures.

Contractors are encouraged to join the Trade Pro Network which include benefits such as:

- Access to the latest information on program activities and updates.
- Support from program staff for project application and project development assistance.
- Exclusive invitations from TRC to program events and networking opportunities.

Submit completed and signed application to [connect@savingwithcems.com](mailto:connect@savingwithcems.com)

*Approval of Application is not guaranteed and is subject to the sole discretion of the Program Implementer, TRC Companies, Inc. ("TRC" or "Implementer").*

## COMPANY INFORMATION

Company Name		Company Web Address (if applicable)		
Company Telephone		Company Email Address		
Address		City	State	ZIP Code
Primary Fuel Type Served <input type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric & Natural Gas		Company Ownership (if applicable) <input type="checkbox"/> Minority <input type="checkbox"/> Veteran <input type="checkbox"/> Woman <input type="checkbox"/> Disabled		
Number of Employees <input type="checkbox"/> ≤ 10 <input type="checkbox"/> >10	Primary Language <input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> French <input type="checkbox"/> German <input type="checkbox"/> Mandarin <input type="checkbox"/> Other: _____			
<input type="checkbox"/> Prefer not to reply				

## BUSINESS TYPE Select one.

<input type="checkbox"/> Architect	<input type="checkbox"/> Engineering	<input type="checkbox"/> Industrial & Manufacturing Services	<input type="checkbox"/> Retailer
<input type="checkbox"/> Data Center Specialist	<input type="checkbox"/> ESCO/Performance Contracting	<input type="checkbox"/> Manufacturer	
<input type="checkbox"/> Distributor	<input type="checkbox"/> Financial Services	<input type="checkbox"/> Manufacturer's Representative	
<input type="checkbox"/> Electrical Contractor	<input type="checkbox"/> HVAC /Mechanical Contractor	<input type="checkbox"/> Natural Gas Contractor	

## SERVICES OFFERED Select the service(s) you currently provide.

<input type="checkbox"/> Boilers	<input type="checkbox"/> Energy Management Controls Systems	<input type="checkbox"/> Pipe Insulation
<input type="checkbox"/> Building Energy Modeling	<input type="checkbox"/> Engineering Services	<input type="checkbox"/> Plumbing
<input type="checkbox"/> Building Envelope	<input type="checkbox"/> Financial Services	<input type="checkbox"/> Process Heating
<input type="checkbox"/> Chillers	<input type="checkbox"/> HVAC & Optimization	<input type="checkbox"/> Pumps & Pumping Systems
<input type="checkbox"/> Commercial Cooking Equipment	<input type="checkbox"/> Lighting & Controls	<input type="checkbox"/> Steam Traps
<input type="checkbox"/> Commercial Refrigeration Services	<input type="checkbox"/> Lighting Installation	
<input type="checkbox"/> Compressed Air Systems	<input type="checkbox"/> Lighting Sales	
<input type="checkbox"/> Data Centers & Optimization	<input type="checkbox"/> Motors	
<input type="checkbox"/> Energy Audits, Analysis, Benchmarking	<input type="checkbox"/> Motor Controls (VFDs, VSDs)	

**COMPANY CONTACT INFORMATION** List individuals to receive program updates and information.

Primary Contact Name		Title		
Telephone #	Mobile #	Email		
Address		City	State	ZIP Code
Secondary Contact Name		Title		
Telephone #	Mobile #	Email		
Address		City	State	ZIP Code
Secondary Contact Name		Title		
Telephone #	Mobile #	Email		
Address		City	State	ZIP Code

**CUSTOMER REFERENCES** Describe three of your company's past energy efficiency projects.

Company Name 1	Describe energy efficiency upgrades and overall project(s)
Contact Name	
Phone Number	
Address, City, State, ZIP Code	
Company Name 2	Describe energy efficiency upgrades and overall project(s)
Contact Name	
Phone Number	
Address, City, State, ZIP Code	
Company Name 3	Describe energy efficiency upgrades and overall project(s)
Contact Name	
Phone Number	
Address, City, State, ZIP Code	

**INSURANCE AGREEMENT** Please submit a current copy of your certificate of insurance with your application.

I agree to maintain valid and current insurance coverage, as outlined in the terms and conditions, while I am a member of the CEMS Trade Pro Network.

**AGREEMENT AND SIGNATURE**

By my signature below, I represent and warrant that (i) I am duly authorized to submit this Application on behalf of the Applicant; (ii) the information provided in this Application and any other related documents delivered to TRC, is true, accurate and complete; (iii) I have read this Application in its entirety; and (iv) I understand and accept the terms and conditions contained in this Application. I further understand and accept that the approval or rejection of the Application is at the sole discretion of TRC and that only upon receipt of any Program-Specific Application Approval Notice will Applicant be a Trade Pro of TRC's CEMS Trade Pro Network.

Authorized Representative (Print Name)	Title	Date
Signature		

## CEMS TRADE PRO NETWORK TERMS AND CONDITIONS

The CEMS Program is administered by TRC, a third-party implementation specialist. **As a TRC Trade Pro, I agree to the following conditions:**

- 1. Program Overview.** The Comprehensive Energy Management Solutions (“CEMS”) Program (“Program”) is funded by California utility ratepayers, administered by San Diego Gas and Electric (“SDG&E”) under the auspices of the California Public Utilities Commission (“CPUC”), and implemented by TRC Solutions, Inc. (“TRC”). The Program provides financial incentives to encourage certain SDG&E customers that are owners of commercial buildings to install qualifying energy efficiency measures (“EEMs”). Customers may submit an application (“Application”) for an incentive payment based on a project to install EEMs (“Project”), TRC will review the Project, and, if the Project is approved, will award a monetary incentive payment (“Incentive”). Applications must be postmarked no later than September 30, 2023. Incentives may be offered until approved funds are exhausted or through December 31, 2023, whichever comes first, at the full discretion of TRC.
- 2. Eligible Customers.** For a customer to be eligible for the Program, the customer must be a non-residential electric and/or natural gas customer of SDG&E with monthly demand greater than 20kW (“Customer”). The following SDG&E customers are not eligible for this Program: (a) any customer located in the Port Tidelands, (b) any customer defined as public, industrial, or agricultural, and (c) any customer that does not pay the Public Purpose Charge or Public Goods Charge on its bill.
- 3. Qualifying EEMs – Deemed and Custom.** The Program includes two types of qualifying EEMs: Deemed and Custom. “Deemed EEMs” are identified in the official Program materials located here: [www.savingwithCEMS.com](http://www.savingwithCEMS.com) and do not require pre-approval. “Custom EEMs” are site-specific EEMs that demonstrate demand reduction potential and/or savings of kW, kWh, and/or therms, adhere to cost-effectiveness thresholds, and are pre-approved by TRC. Custom EEMs will follow the Statewide Custom Project Guidance Document and all other statewide documentation and workbooks. Applications for incentives for either Deemed or Custom EEMs seeking to be evaluated on the basis of normalized metered energy consumption (“NMEC”) will require pre-screening to determine whether a NMEC approach is suitable for the Customer. To qualify for an Incentive, unless explicitly pre-approved otherwise, all EEMs must be:
  - a. new and covered by warranties;
  - b. installed by licensed contractors when required by code and/or law;
  - c. installed in a manner consistent with the Application;
  - d. installed in a manner consistent with generally accepted engineering or industry practices;
  - e. owned by the Customer and installed in the SDG&E service territory at the location identified in the Customer’s Application; and
  - f. purchased and installed between January 1, 2021 and December 31, 2023. Additionally, each Customer must be able to demonstrate, as appropriate, receipt of final drawings, operation and maintenance manuals, and operator training.
- 4. Non-Qualifying EEMs.** The following types of EEMs are not eligible for Program incentives: (a) energy efficient equipment or services purchased or contracted for, or work conducted, prior to January 1, 2021; and (b) technologies that purport to save energy through reduction of voltage or power conditioning.
- 5. Ownership of capacity and/or environmental credits.**
  - a. EEMs purchased and installed in part through incentives provided by this Program are the property of the Customer, subject to any limitations contained within the Program Rules, Requirements, Terms, and Conditions.
  - b. Notwithstanding 5(a) above, SDG&E holds sole rights to any electric and gas system capacity credits and environmental credits that may be associated with EEMs for which incentives were received, and SDG&E can dispose of these credits in any manner authorized by law or regulation.
  - c. In no event shall activity associated with any energy or environmental credits noted in 5(b) above result in interference with the Customer’s sole discretion to operate EEMs in accordance with Customer’s approved Application.
- 6. Program Subject to Change or Termination.** Program requirements and offerings are subject to change or termination without notice at the sole discretion of CPUC, SDG&E, and/or TRC. CPUC, SDG&E, and/or TRC may change the Program rules, requirements, or incentives at any time without notice, including suspending acceptance of Applications or terminating the Program. TRC is not obligated to approve any submitted Application that may result in TRC exceeding its Program budget. In the event of Program change, pre-approved Applications will be processed to completion under the Rules, Requirements, Terms, and Conditions in effect at the time of the pre-approval by TRC. Applications that do not require pre-approval will be subject to Program Rules, Requirements, Terms, and Conditions in effect on the Application submission date. Submission of a completed Application does not entitle any Customer to an Incentive. Incentives under the Program are provided on a first-come, first-served basis, and are subject to Project and Customer eligibility, and the availability of funds.
- 7. Trade Professional Selection.** Each Customer may select any vendor or contractor (“Trade Professional”) to perform the work contemplated by the Customer’s Application, provided that, in its sole discretion, TRC has the right to prohibit specific Trade Professionals from Program participation. TRC, CPUC, and SDG&E have no responsibility for any work performed by any Trade Professional. Customers that choose to participate in this Program are not obligated to purchase any additional services offered by a Trade Professional installing the Project.
- 8. Incentive Payments.** Each Incentive is capped at 100% of the final Installed Cost of the Project as approved by TRC. “Installed Cost” means the sum of the actual cost of materials, installation labor, sales taxes, and shipping, including all discounts. Any Customer that self-installs may include installation labor cost with proper documentation. TRC may adjust and/or negotiate the Incentive amount, based upon its independent assessment of appropriate savings or cost estimates. TRC has the right to lower any pre-approved Incentive amount if the quantity and/or cost of EEMs installed by the Customer differ from the pre-approved amounts. TRC has the right to a refund of an Incentive paid if, at any time, it establishes that the EEMs are not actually and properly installed or were subsequently disconnected within a period of five (5) years or until the end of the product life, whichever is less.
- 9. Incentive Exclusivity.** Program offerings will be continually evaluated for potential overlap with other programs. If a Customer has received an incentive or services from another statewide or local program, that Customer is ineligible to receive an Incentive through the Program for the same EEMs. Conversely, if a Customer receives an Incentive from the Program, that Customer is ineligible to receive any incentive from any other statewide or local program for the same EEMs. All Project, facility, and Customer participation records will be tracked and reviewed prior to enrolling a customer in the Program. In addition, each Customer must certify in writing on the Application that the Customer has not received other incentives or funding related to the application’s measure or service in order to qualify for the Program.
- 10. Pre-Installation Inspection and Approval.** All Projects for Custom EEMs or for NMEC evaluation must be pre-approved by TRC, and, unless waived in writing by TRC, TRC must complete a pre-installation inspection of the Customer’s facilities. TRC will independently review the Application and supporting documentation to verify (a) eligibility under these Program Rules, Requirements, Terms, and Conditions, (b) the energy savings and demand reduction potential, and (c) the cost estimates for the Project. TRC may reject or modify any estimates or calculations. TRC has complete discretion to approve or disapprove of any proposed Project. TRC will only approve Applications for Projects that demonstrate reliable and cost-effective energy savings potential in the proposed use and site. If a Project requires pre-installation approval, the Customer must not purchase equipment or start work prior to receipt of the approval notification from TRC. In addition, SDG&E may perform pre-installation inspection, review, and approval of any Project. After an Application is approved, the Customer will receive notification of a maximum pre-approved Incentive amount. TRC will not pay an Incentive for any EEMs installed prior to the date of TRC’s approval of the Project.
- 11. Installation Deadline.** If a Customer (a) has not engaged in installation of the approved Project and (b) has not applied to TRC for a Project extension within six months from the date TRC pre-approves the Project, TRC may cancel Customer’s Application. A Customer who fails to advise TRC that a Project is complete, or who fails to provide required post-installation documentation as described in Section 13, within 90 days of Project installation may be denied an Incentive.
- 12. Post-Installation Inspection.** Each Project is subject to a post-installation inspection by TRC and/or SDG&E to determine that the installed Project meets the Program Rules, Requirements, Terms, and Conditions. TRC also reserves the right to seek recovery of incentives paid if EEMs cannot be located or are not installed in a manner consistent with the provisions of the Program Rules, Requirements, Terms, and Conditions.

13. **Project Review Process.** TRC has the right to request additional supporting documentation prior to Project pre-approval or Incentive delivery to verify Customer or EEM eligibility, EEM energy savings potential, and Project Installed Cost. The Customer must provide copies of all invoices or other reasonable documentation that verify Installed Cost. Invoices must indicate a verifiable breakout of all EEMs purchased for installation under the Project, including all discounts. Applications must be complete and submitted before Project evaluation will occur. Applications are reviewed in the order in which they are received. TRC may require the Customer to provide an analysis of the energy reduction potential of the proposed Custom EEMs. Failure to submit all requested information in the required timeframe may result in a denial of the Project or Incentive. TRC may independently review the Customer's Application and analysis to determine the energy savings potential. TRC may reject or modify any calculations, based on TRC's own analysis. TRC will have final determination, in its sole discretion, as to whether a Project is eligible for an Incentive.
14. **Follow-up Site Inspections.** Each Project is subject to follow-up inspections by TRC, SDG&E, CPUC, and/or their designees following Customer's receipt of a Program Incentive to verify the installed Project meets the Program Rules, Requirements, Terms, and Conditions. Such inspections will be performed with appropriate advance notice at a time convenient to the Customer. The Customer must allow access to the EEMs and related Project documentation in support of the inspection. Follow-up visits will have no impact on the Incentive paid to the Customer for installing the EEMs unless the EEMs are not actually and properly installed or are disconnected.
15. **Removal and Disposal of Equipment.** The Customer is responsible for the removal and disposal of the equipment being replaced by the EEMs in accordance with all applicable laws, rules, and regulations. The Customer agrees not to reinstall any of this equipment in SDG&E's service territory or transfer it to any other party for installation in SDG&E's service territory.
16. **Compliance with Applicable Laws.** Each Customer and each Trade Professional shall comply with and observe, and each Customer is responsible for ensuring its selected Trade Professional complies with and observes, the most stringent of SDG&E's Contractor Safety Manual, all applicable SDG&E Standard Practices, and all applicable environmental, health, and safety laws, and any and all other applicable laws, permits, statutes, licenses, rules, regulations, codes, ordinances, judgments, decrees, writs, legal requirements, orders or the like, of any governmental agency, and any written binding interpretations thereof, including any statute, law, rule, regulation, code, ordinance, judgment, decree, writ, order or the like, regulating or relating to any Project, EEMs, Customer, or Trade Professional (collectively, "**Applicable Laws**"). Each Customer and each Trade Professional shall have and maintain in effect, and each Customer is responsible for ensuring its selected Trade Professional has and maintains in effect, all applicable licenses, permits, registrations, certificates, trainings, and approvals required by any Applicable Law or governmental agency, including all necessary and appropriate licenses issued by the Contractor's State License Board.
17. **Workforce Standards - HVAC and Advanced Lighting Controls.**
  - a. All Trade Professionals installing EEMs under the Program must comply with the workforce qualifications, certifications, standards, and requirements set forth in Ordering Paragraph 1 and 2 of D.18-10-008 and D. 18-05-041. Each Customer is required to ensure any Trade Professional installing EEMs at the Customer's facility complies with the workforce qualifications, certifications, standards, and requirements set forth in Ordering Paragraph 1 and 2 of D.18-10-008 and D. 18-05-041.
  - b. For any HVAC Project or HVAC EEM installed, modified, or maintained in a non-residential setting where the Customer is seeking an Incentive of \$3,000 or more, each worker or technician involved in the Project must meet at least one of the following criteria: (1) completed an accredited HVAC apprenticeship; (2) enrolled in an accredited HVAC apprenticeship; (3) completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the California Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed; or (4) has a C-20 HVAC contractor license issued by the California Contractor's State Licensing Board.
  - c. For all lighting control projects and for each lighting control EEM installed in a non-residential setting where the project is seeking an energy efficiency incentive of \$2,000 or more, all workers or technicians involved in the project are certified by the California Advanced Lighting Controls Training Program (CALCTP).
18. **Taxes.** The benefits conferred upon any Customer or Trade Professional through participation in this Program may be taxable by federal, state, and local government. Each Customer or Trade Professional is responsible for declaring and paying all such taxes. The Customer or Trade Professional should consult a tax advisor for any questions concerning the taxability of incentives. Annually, the Program will issue a form 1099 for any incentives above \$600 issued to a single Tax ID.
19. **On-Bill Financing (OBF).** In the event that the Customer qualifies for and participates in On-Bill Financing offered by SDG&E to obtain financing for the EEMs listed in this application, the Customer understands that the terms and conditions of participation in On-Bill Financing will supersede the Program guidelines if there is any conflict between these Program Rules, Requirements, Terms, and Conditions and the terms and conditions applicable to the On-Bill Financing.
20. **Intellectual Property and Proprietary Information Protection.** Any trademark shall remain the property of its respective owner. "Proprietary Information" includes, but is not limited to, Trade Professional pricing not normally disclosed to customers, proprietary trade information, patent-pending technologies, and any information that is specified on a document which is labeled 'Proprietary.' All Proprietary Information received by the Program will be treated as confidential and used only for the purpose of evaluating proposed EEMs. Proprietary Information provided to the Program may be seen by TRC, SDG&E, the CPUC, and the CPUC's approved third-party Program evaluator, but will not be provided to any other party without the expressed permission of its owner. The Program may wish to publicize the Customer's participation in the Program, the amount of Incentives paid to the Customer, and any other information that relates to the Customer's participation. In such instances, the Program will secure a release from the Customer authorizing the Program to make non-proprietary information public.
21. **CPUC Rights / Disclaimer.**
  - a. The Program Rules, Requirements, Terms, and Conditions may be modified at any time by the CPUC. All Projects are subject to review by CPUC ED staff. All Project information, results, reports, energy usage data, and/or other related documentation shall be marked confidential in accordance with California Public Utilities Code Section 583 and CPUC General Order 66-C and made available to the CPUC upon request. If the CPUC selects a Project for review, TRC will provide the CPUC with all the information requested without further notification to the Customer. Refusal to provide requested data to the CPUC will render the Project and associated EEMs ineligible for Program incentives.
  - b. The CPUC may alter its rules and regulations and/or change rates in the future. If this occurs, Customer energy efficiency investments are subject to those changes and the Customer will be responsible for paying any future increases to electricity or natural gas rates, charges or service fees from SDG&E. SDG&E electricity or natural gas rates, charges and service fees are determined by the CPUC and are subject to change based upon the decision of the CPUC. These future adjustments may positively or negatively impact any potential savings or the value of a Customer's energy efficiency investment. Any future electricity or natural gas rate projections which may be presented are not produced, analyzed, or approved by the Program or the CPUC. They are based on projections formulated by external third parties affiliated with the Program or the CPUC.
  - c. Customer electricity or natural gas rates, charges and service fees are subject to change. Future rate adjustments may positively or negatively impact financial savings projected from your energy efficiency investment. The Program makes no guarantees regarding energy savings based on future electricity or natural gas rate projections, including those formulated by third parties. If Customer installs energy-efficient lighting measures, Customer shall replace any of the efficient lighting that becomes defective or fails with lights of similar or superior efficiency at the Customer's expense. The Program is under no obligation to: (1) make follow-up visits; (2) review the operation of the EEMs; or (3) make any suggestions of any kind to the Customer. The scope of review by the Program of the EEM's is limited solely to determining whether program conditions have been met. It does not include any kind of safety review.

22. NO WARRANTIES. SDGE, CPUC, AND TRC AND EACH OF THEIR RESPECTIVE CONTRACTORS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR ASSIGNS (“SDGE PARTIES”) DO NOT ENDORSE, GUARANTEE, OR WARRANT ANY PARTICULAR MANUFACTURER OR PRODUCT, AND PROVIDE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR ANY PRODUCT OR SERVICES. SDGE PARTIES ARE NOT LIABLE OR RESPONSIBLE TO ANY CUSTOMER FOR ANY ACT OR OMISSION OF ANY TRADE PROFESSIONAL THAT PERFORMED ANY WORK OR SERVICES RELATED TO ANY PROJECT UNDER THE PROGRAM. SDGE PARTIES ARE NOT LIABLE OR RESPONSIBLE TO ANY TRADE PROFESSIONAL FOR ANY ACT OR OMISSION OF ANY CUSTOMER RELATED TO ANY PROJECT UNDER THE PROGRAM. SDGE PARTIES ARE NOT RESPONSIBLE FOR ASSURING THAT THE DESIGN, ENGINEERING, INSTALLATION, OR CONSTRUCTION OF ANY PROJECT OR EEMS IS PROPER OR COMPLIES WITH ANY PARTICULAR LAWS, CODES, OR INDUSTRY STANDARDS. SDGE PARTIES DO NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED OR THE ADEQUACY OR SAFETY OF SUCH MEASURES.
23. RELEASE AND WAIVER. SDGE PARTIES SHALL NOT BE LIABLE TO ANY CUSTOMER OR ANY OF ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ASSIGNS, SUCCESSORS IN INTEREST, HEIRS, ESTATES, PERSONAL REPRESENTATIVES, OR FAMILY MEMBERS (“CUSTOMER PARTIES”), OR ANY TRADE PROFESSIONAL OR AND OF ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ASSIGNS, SUCCESSORS IN INTEREST, HEIRS, ESTATES, PERSONAL REPRESENTATIVES, OR FAMILY MEMBERS (“TRADE PROFESSIONAL PARTIES”) FOR, AND CUSTOMER AND TRADE PROFESSIONAL EACH EXPRESSLY DISCHARGES AND RELEASES SDGE PARTIES FROM AND WAIVES, ANY CLAIMS IT NOW MAY HAVE OR ASSERT, OR MAY HAVE HAD IN THE PAST, OR MAY HAVE IN THE FUTURE, AGAINST ANY SDGE PARTIES FOR ANY LIABILITIES, DAMAGES, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEYS’ FEES, OTHER LEGAL FEES, EXPERT FEES, AND COSTS OF LITIGATION), OF ANY KIND, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL (COLLECTIVELY, “LIABILITIES”) ARISING OUT OF, OR CONNECTED WITH ANY SDGE PARTY’S INVOLVEMENT WITH THE PROJECT OR EEMS, ANY CUSTOMER PARTY’S OR TRADE PROFESSIONAL PARTY’S PARTICIPATION IN, PERFORMANCE OF, OR ACTIVITIES ASSOCIATED WITH THIS PROGRAM, DUE TO ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, INDEMNITY, OR BREACH OF CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITIES WERE FORESEEABLE. EACH CUSTOMER AND EACH TRADE PROFESSIONAL IS ON NOTICE OF, AND HEREBY SPECIFICALLY AND EXPRESSLY WAIVES, THE PROVISIONS OF CALIFORNIA CIVIL CODE § 1542, WHICH PROVIDES THAT A “GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”
24. LIMIT OF LIABILITY, WAIVER, AND INDEMNIFICATION. THE AGGREGATE LIABILITY OF ALL SDGE PARTIES TO ANY CUSTOMER IS LIMITED TO THE APPROVED INCENTIVE FOR THAT CUSTOMER’S PROJECT. EACH CUSTOMER AND EACH TRADE PROFESSIONAL WAIVES ANY CLAIM IT MAY HAVE AGAINST SDGE PARTIES FOR SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, LOSS OF USE OF SERVICES, COST OF CAPITAL, COST OF SUBSTITUTE SERVICES, OR DOWNTIME COSTS AS A RESULT OF ANY ACTIVITIES ASSOCIATED WITH CUSTOMER’S APPLICATION, OR ANY PROJECT OR EEMS CONTEMPLATED BY OR INSTALLED PURSUANT TO THE PROGRAM. EACH CUSTOMER AND EACH TRADE PROFESSIONAL PARTICIPATING IN THE PROGRAM AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SDGE PARTIES FROM ANY AND ALL CLAIMS (DEFINED AS COSTS, LOSSES, CLAIMS, FINES, PENALTIES, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS AND REASONABLE ATTORNEY’S FEES) (1) TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, FRAUD, OR BREACH OF A CUSTOMER PARTY’S OR TRADE PROFESSIONAL PARTY’S OBLIGATIONS UNDER THE PROGRAM, AS APPLICABLE, OR VIOLATION OF APPLICABLE LAW IN THE PERFORMANCE OF ANY WORK UNDER THE PROGRAM, BY A CUSTOMER PARTY OR A TRADE PROFESSIONAL PARTY, (2) TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE BREACH BY ANY TRADE PROFESSIONAL PARTY OF ITS OBLIGATIONS TO MAINTAIN THE CONFIDENTIALITY OF CUSTOMER PARTY OR SDGE PARTY DATA ASSOCIATED WITH THE PROGRAM, INCLUDING, BUT NOT LIMITED TO ANY PERSONALLY IDENTIFIABLE INFORMATION OR ENERGY USAGE DATA, OR (3) BY ANY CUSTOMER OR ANY TRADE PROFESSIONAL PARTY ARISING FROM PARTICIPATION IN THE PROGRAM, INCLUDING, BUT NOT LIMITED TO CLAIMS RELATING TO NONPAYMENT OR UNDERPAYMENT FOR WORK PERFORMED OR INCENTIVES NOT RECEIVED. NO CUSTOMER PARTY OR TRADE ALLY PARTY SHALL SETTLE ANY INDEMNIFIED CLAIM OR DISCLOSE THE TERMS OF ANY SUCH SETTLEMENT WITHOUT SDGE’S PRIOR WRITTEN CONSENT, WHICH MAY NOT BE UNREASONABLY WITHHELD. EACH CUSTOMER AND EACH TRADE PROFESSIONAL SHALL REQUIRE ALL OF ITS CONTRACTORS AND SUBCONTRACTORS PROVIDING WORK UNDER THE PROGRAM TO PROVIDE THE FOREGOING INDEMNIFICATION SET FORTH HEREIN TO SDGE PARTIES.
25. **Miscellaneous.** Upon submission of an Application, an agreement is formed between TRC and the Customer or Trade Professional submitting the Application. The entire agreement between each Customer and TRC, or between each Trade Professional and TRC, is comprised of all applicable Program forms, all supporting documentation, and these Program Rules, Requirements, Terms, and Conditions (“**Agreement**”). Each Trade Professional Agreement also includes the Trade Professional Insurance Requirements found here: <http://www.savingwithcems.com/tradepartners>. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Program Rules, Requirements, Terms, and Conditions. The only individuals authorized to bind TRC under the Program are TRC staff and authorized agents of TRC. If any provision of the Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions of the Agreement shall remain in full force and effect in accordance with their terms. Any dispute arising out of, or relating to, or concerning this Agreement or the breach thereof, or the Program (“**Dispute**”), and if the Dispute cannot be settled through negotiation by senior executives of each party, then each party to the Dispute agrees first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the parties fail to settle the Dispute, the Dispute shall be resolved by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. This Agreement and the resolution of Disputes shall be governed by, and construed and interpreted in accordance with, the laws of the State of California without regard to choice of law or conflicts of law principles. This choice of law expressly includes the applicable statutes of limitation. Venue for all actions under the Agreement will be in San Diego, California. TRC, CUSTOMER, AND TRADE PROFESSIONAL EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT, OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO CUSTOMER OR TRADE PROFESSIONAL’S APPLICATION OR THE TRANSACTIONS CONTEMPLATED UNDER THE PROGRAM. Neither Customer nor Trade Professional shall assign any rights it may have under this Agreement without the prior written consent of TRC, except for the optional assignment of Incentives as provided for in the Application. Any assignment in violation hereof shall be deemed null and void.

TRC takes the privacy and security of your personal Information seriously. Review our Notice at Collection relating to California residents by visiting our website at: <http://www.savingwithcems.com/privacy>

## INSURANCE REQUEST FORM

### TRADE PRO INSTRUCTIONS

Upon completion, e mail this form to your insurance agent to request a Certificate of Insurance (COI) as required.

#### Trade Pro (Insured) Information

Company Name	Contact Name		
Address	City	State	ZIP Code

### INSURANCE AGENT INSTRUCTIONS

The company listed above has applied to become a Trade Professional (Trade Pro) contractor for the Comprehensive Energy Management Solutions (CEMS) program implemented by TRC Solutions, Inc. ("TRC").

TRC requires all approved Trade Pros to maintain insurance of the types and amounts stated here:

<http://www.savingwithcems.com/find-a-contractor>

Please email COI(s) directly to TRC at: [connect@savingwithcems.com](mailto:connect@savingwithcems.com)

The Comprehensive Energy Management (CEMS) Program is funded by California utility customers and administered by San Diego Gas & Electric Company (SDG&E ®) under the auspices of the California Public Utilities Commission, through a contract awarded to TRC. California customers who choose to participate in this program are not obligated to purchase any additional services offered by the contractor. The trademarks used herein are the property of their respective owners.

