

## 2009-2011 Energy Efficiency Large BEEP Program Application

Application Packet Checklist	
<input type="checkbox"/>	Completed EELBP Application ( <i>Form E1 - This Form</i> )
<input type="checkbox"/>	Savings Worksheet for Multiple Sites ( <i>Form E2</i> )
<input type="checkbox"/>	Detailed Energy Savings Scope of Work ( <i>Stamped by Professional Engineer</i> )
<input type="checkbox"/>	Draft M&V Plan
<input type="checkbox"/>	Draft Project Timeline w/ Key Milestones

**Customer Information**

The "Customer" is the SoCalGas customer with a SoCalGas account at the site(s) where the natural gas saving measure(s) will be installed.

Company Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/ZIP \_\_\_\_\_  
 Phone \_\_\_\_\_ FAX \_\_\_\_\_  
 Email \_\_\_\_\_  
 Federal Tax ID \_\_\_\_\_

**Site Information** (*For multiple sites, use form E2*)

Check box if project includes multiple sites and use *Form E2 Multiple Project Worksheet*.

Site Name \_\_\_\_\_  
 Site Address \_\_\_\_\_  
 City/State/ZIP \_\_\_\_\_  
 SIC or NAICS Code \_\_\_\_\_  
 Facility Description (school, hospital, etc.) \_\_\_\_\_  
 Sq. ft of total facility \_\_\_\_\_

**Natural Gas Saving Measures** (*Brief description*): \_\_\_\_\_

**Total Estimated Natural Gas Savings – The Final Calendar Year Savings Are Realized** (*From form E2 for multiple sites*)

Date     /    /         
 Therms Saved per Year                          
 Total Project Cost (\$)                          
 Total Estimated Equipment Cost(\$)\*                       
\*Equipment costs exclude tax

**Customer Acknowledgement:**

Customer understands that SoCalGas' review of the project described herein (Project) for participation in the 2009-2011 Energy Efficiency Large BEEP Program (EELBP) shall not be construed as (i) confirming or endorsing the qualifications of Customer or the selection or qualifications of any person(s) involved with the Project, including, but not limited to, the Project installers(s), designer(s), or manufacturer(s); (ii) endorsing the Project design; (iii) making any representation regarding the economic value, safety, performance, efficiency or reliability of the Project or the equipment or measures selected; or (iv) making any warranty, whether express or implied, including warranty of merchantability or fitness for any particular purpose, use or application of the equipment or measures selected. Customer shall be solely responsible for the selection, purchase, installation and ownership of the equipment, measures and services relating to the Project. Customer further understands that Customer, and any third parties involved with the Project, are independent contractors and are not authorized to make any representations on behalf of SoCalGas. Customer agrees that SoCalGas will have no role in resolving any disputes between Customer and any third parties involved with the Project.

EELBP has a limited budget. Applications are processed on a first-come, first-served basis upon receipt by SoCalGas until funds are depleted, or October 31, 2011, whichever comes first. Incomplete or incorrect applications cannot be processed. Submission of a completed application to SoCalGas does not guarantee Customer's participation in EELBP or the availability of an incentive payment under EELBP. Customer understands and agrees that Customer must meet all applicable requirements of EELBP in order to receive an incentive payment under this program, including, without limitation, entering into an EELBP agreement with SoCalGas and meeting all terms and conditions of such EELBP agreement. Customer may withdraw from the Project for any reason by providing written notice of such withdrawal to SoCalGas. In the event that Customer withdraws this application, SoCalGas will cancel this application in its entirety and any previously reserved incentive funding will be released. In that instance, Customer will be required to submit a new application should Customer still wish to participate in EELBP. EELBP is funded by California utility customers and administered by SoCalGas under the auspices of the California Public Utilities Commission (CPUC). EELBP may be modified or terminated without prior notice.

Customer understands that SoCalGas requires inspections and measurements of the Project. Customer shall permit SoCalGas and its contractors and agents, during normal business hours, to inspect, monitor and evaluate the Project. The data and field measurement documentation is not for purposes of enforcement outside of the scope of the Project and shall not be released to outside parties, except as may be required by the CPUC or law.

Customer understands and agrees that SoCalGas makes no representation or warranty, and assumes no liability, with respect to the quality, safety, performance, efficiency or reliability of the Project or any equipment or measures selected by Customer, and that SoCalGas expressly disclaims any such representation, warranty or liability. Customer shall indemnify, defend and hold harmless SoCalGas, its affiliates, present and future parent companies, subsidiaries, officers, directors, employees and agents from and against any and all claims, actions, suits, proceedings, demands, losses, damages, penalties, fines, costs, expenses and liabilities (legal, contractual or otherwise) which arise from or are in any way connected with any: (i) injury to or death of persons, including, but not limited to, employees of SoCalGas, Customer or any third party; (ii) injury or damage to property, including, but not limited to, property of SoCalGas, Customer or any third party; (iii) violation of local, state or federal law, statute or regulation, including, but not limited to, environmental laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury, damage, violation or strict liability (as set forth in (i) through (iv) above) arises from or is in any way connected with the Project or Customer's performance or nonperformance with respect to the Project, however caused, regardless of any strict liability or negligence of SoCalGas. This indemnity shall not apply to the extent that such injury, damage, cost, expense, liability, strict liability or violation of law or regulation is caused by the gross negligence or willful misconduct of SoCalGas.

The undersigned has read and understands the program requirements and the terms and conditions set forth in this application. The undersigned certifies that (i) the information provided in this application is true, accurate and complete, (ii) the Project is located within the SoCalGas service territory, and (iii) that the undersigned intends to enter into an EELBP agreement with SoCalGas in order to qualify for incentive payments under EELBP for the Project. Furthermore, the undersigned understands that SoCalGas must approve this application and execute an EELBP agreement with the undersigned prior to submitting any orders to purchase any equipment or measures for the Project.

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Customer Signature                                      Name (Print)                                      Title                                      Date

<b>Administrator Use Only</b>	Application # _____ Receipt Date <u>    </u> / <u>    </u> / <u>    </u>	Project Name _____ Account Representative (if applicable) _____
	Taxpayer ID Number _____ (or)	
	Social Security Number _____	
	Tax Status _____	

<b>Administrator Use Only</b>	Application # _____ Receipt Date ____/____/____	Project Name _____
	Taxpayer ID Number _____ (or)	Account Representative (if applicable) _____
	Social Security Number _____	
	Tax Status _____	