

California Solar Initiative (CSI) Program  
2007 Reservation Request Form and Program Contract  
[follows the second page—Reservation Request form]

CSI CONTRACT TERMS AND CONDITIONS

This California Solar Initiative (CSI) Contract is between the following Parties: Southern California Edison (the Program Administrator); \_\_\_\_\_ [insert name] (the Host Customer); and \_\_\_\_\_ [insert name] (the System Owner, if different from the Host Customer). If an additional individual (the “Applicant”) assists the Host Customer with CSI Program requirements, he or she must also sign below to verify the accuracy of the information provided on the Reservation Request Form. The CSI Program Handbook describes the CSI Program and defines terms used in this Contract.

The Host Customer and System Owner wish to install a solar system (the Project) described on the Reservation Request Form and receive the benefits of the CSI Program. Therefore, they agree to the following terms and conditions:

1. **Eligibility:** The CSI Program is funded by California investor-owned utility customers and administered by the Program Administrator for customers within its service territory, under the auspices of the California Public Utilities Commission (CPUC). Eligible participants in the CSI Program must be current electric distribution customers of Program Administrator at the facility (“Project Site”) where the solar system (the “Project”) will be installed.
2. **CSI Program Handbook Requirements:** The Parties each acknowledge having received and read a copy of the CSI Program Handbook. The Parties acknowledge and agree that the CSI Program Handbook sets forth additional terms, conditions and requirements of this Contract. The Parties agree to comply with, and be bound by all Program requirements in the CSI Program Handbook as it may be modified from time to time, including, but not limited to: (a) warranty requirements (Section 2.4), (b) metering requirements (Section 2.8 and Appendix B); (c) conditions of the application process, including eligibility criteria and documentation required for incentive payment (Sections 2-6); (d) permanency requirements (Section 2.5); and (e) measurement and evaluation requirements, including, but not limited to the requirement that the Host Customer and System Owner provide access to the Program Administrator or its contractor(s) to inspect and photograph the Project, conduct measurement and evaluation of the Project, and receive data concerning the operation of the Project (Section 7). Such CSI Program Handbook requirements are incorporated herein by reference as though set forth in full in this Contract.
3. **Incentives:** If the Project is installed as described on the Reservation Request Form and all Program and Contract terms and conditions are complied with, including timely submission of all documents described in the CSI Program Handbook, the Program Administrator will pay an incentive to the entity designated as the incentive recipient. The Program Administrator reserves the right to modify or cancel the incentive if the actual installation of the solar system differs from the proposed installation, if the solar energy system fails inspection, if the solar system is not installed by the date shown on the Reservation Confirmation and Incentive Claim Form, and/or if the documents submitted fail to meet the requirements of the CSI Program Handbook.
4. **Authority to Install System:** The Host Customer and System Owner represent that they have the authority to install the generating system at the Project Site, or have obtained the permission of the legal owner of the Project Site, to install the generating system. System Owner and Host Customer shall, at their own expense, obtain and maintain all licenses and permits needed to perform work on the Project.
5. **CSI Program Database:** The Host Customer and System Owner shall agree to allow all information provided as part of the reservation claim process to be entered into a statewide database that will permit tracking of

application for this and other incentive programs. Access to this database will be limited to Program Administrators and the California Energy Commission.

- 6. Disclosure of Other Incentives:** The Host Customer and System Owner understand that other program rebates, grants, forgiven loans, financial incentives, post-installation agreements, Renewable Energy Credits (aka RECs, Green Credits, etc.), and performance payments are “other incentives” and must be disclosed as soon as those agreements or payments are made.
- 7. Withdrawal:** The Host Customer and System Owner agree that either of them may withdraw from the Project for any reason by providing written notice of such withdrawal to Program Administrator. In the event the Host Customer or System Owner so withdraws, this Agreement will be cancelled and the Host Customer alone will retain sole rights to the incentive reservation and corresponding incentive reservation number assigned to this Reservation Request Form. To preserve such incentive reservation and corresponding reservation number, Host Customer must submit a new Reservation Request Form at the same time written notification of withdrawal from the Project is provided to Program Administrator. Host Customer understands that if all available funds are reserved for other Projects, the Host Customer cannot increase the originally reserved incentive amount. Host Customer also understands that submitting a new Reservation Request Form will not move or alter the Proof of Project Advancement Milestone Date provided by Program Administrator, if any. Host Customer further understands that if Host Customer fails to re-submit a Reservation Request Form at the time of Project withdrawal, this Application will be terminated in its entirety by Program Administrator and any previously reserved incentive funding will be released. In that instance, Host Customer must apply for a new incentive reservation should Host Customer still wish to participate in the Program.
- 8. No Endorsement by Program Administrator:** Host Customer and System Owner understand that the Program Administrator’s review of the project described herein (Project) and authorization for CSI funding shall not be construed as confirming or endorsing the qualifications of the Applicant or any person(s) involved with the Project, including but not limited to the Project installer(s), designer(s), or manufacturer(s); endorsing the Project design; or as warranting the economic value, safety, durability or reliability of the Project. The Host Customer is solely responsible for the Project, including selection of any designer(s), manufacturer(s), contractor(s), or installer(s). Host Customer and System Owner understand that they, and any third parties involved with the Project, are independent contractors and are not authorized to make any representations on behalf of the Program Administrator. Host Customer and System Owner shall not use Program Administrator’s corporate name, trademark, trade name, logo, identity, or affiliation for any reason, without prior written consent of the Program Administrator.
- 9. Audit Rights:** The Program Administrator reserves the right to verify project costs were incurred as indicated in the documents submitted, as set forth in detail in the CSI Program Handbook.
- 10. Dispute Resolution:** The parties to this Contract shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiations between a vice president of Program Administrator or his or her designated representative and an executive of similar authority from System Owner and/or Host Customer. Either party must give the other party or parties written notice of any dispute. Within thirty (30) calendar days after delivery of the notice, the executives shall meet at a mutually acceptable time and place, and shall attempt to resolve the dispute. If the matter has not been resolved within thirty (30) calendar days of the first meeting, any party may pursue other remedies, including mediation. All negotiations and any mediation conducted pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations, to which Section 1152.5 of the California Evidence Code shall apply, and Section 1152.5 is incorporated herein by reference. Notwithstanding the foregoing provisions, a party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Each party is required to continue to perform its obligations under this Contract pending final resolution of any dispute arising out of or relating to this Contract.
- 11. Term & Termination:** The Term of this Contract shall begin on the date that the last Party signs it, and shall continue for ten years, unless terminated earlier pursuant to the operation of this Contract, or unless modified by order of the CPUC or by written agreement of the Parties.

The Contract may be terminated by Program Administrator in the event (a) System Owner or Host Customer fails to perform a material obligation under this Contract and System Owner or Host Customer fails to cure such default within 20 days of receipt of written notice from Program Administrator, or (b) any statement, representation or warranty made by System Owner or Host Customer in connection with the Program or this Contract is false, misleading or inaccurate on the date as of which it is made.

The termination of this Contract shall not operate to discharge any liability which has been incurred by either Party prior to the effective date of such termination.

- 12. Indemnification** - To the greatest extent permitted by applicable law, Host Customer and System Owner agree to indemnify, defend, and hold harmless the Program Administrator, its affiliates, subsidiaries, current and future parent companies, officers, managers, directors, agents, and employees from all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (1) injury to or death of persons, including but not limited to employees of the Program Administrator, Host Customer, System Owner, or any third party; (2) injury to property or other interests of the Program Administrator, Host Customer, System Owner, or any third party; (3) violation of local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; (4) strict liability imposed by any law or regulation; or (5) generation system performance shortfall; so long as such injury, violation, strict liability, or shortfall (as set forth in (1) - (5) above) arises from or is in any way connected with the Project, including Host Customer's, System Owner's, or any third party's performance or failure to perform with respect to the Project, however caused, regardless of any strict liability or negligence of the Program Administrator, their officers, managers, or employees, excepting only such loss, damage, or liability that is caused by the willful misconduct of Program Administrator, its officers, managers, or employees.

System Owner and Host Customer each acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any hazardous material or waste as a result of the work performed under this Contract are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability, or violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.

System Owner and Host Customer each shall, on Program Administrator's request, defend any action, claim or suit asserting a claim which might be covered by this indemnity. System Owner and Host Customer shall pay all costs and expenses that may be incurred by Program Administrator in enforcing this indemnity, including reasonable attorney's fees. This indemnity shall survive the termination of this Contract for any reason.

- 13. Limitation of Liability:** Program Administrator shall not be liable to System Owner, Host Customer or to any of their respective contractors or subcontractors for any special, incidental, indirect or consequential damages whatsoever, including, without limitation, loss of profits or commitments, whether in contract, warranty, indemnity, tort (including negligence), strict liability or otherwise arising from Program Administrator's performance or nonperformance of its obligations under this Contract.
- 14. Assignment:** System Owner and Host Customer consent to Program Administrator's right to assign of all of Program Administrator's rights, duties and obligations under this Contract to the CPUC and/or its designee. Any such assignment shall relieve Program Administrator of all rights, duties and obligations arising under this Contract. Neither System Owner nor Host Customer shall assign its rights or delegate its duties without the prior written consent of Program Administrator or its assignee, if any, except in connection with the sale or merger of a substantial portion of its assets. Any such assignment or delegation without the prior written consent of Program Administrator or its assignee, if any, shall be null and void. Consent to assignment shall not be unreasonably withheld or delayed. System Owner and Host Customer must provide assurance of the success of a Project if assigned by providing any additional information requested by Program Administrator.
- 15. Venue:** This Contract shall be interpreted and enforced according to the laws of the State of California. Sole jurisdiction and venue shall be with the courts in Los Angeles County, California.

**16. Integration and Modification:** This Contract and the CSI Program Handbook constitute the entire Contract and understanding between the Parties as to its subject matter. It supersedes all prior or contemporaneous contracts, commitments, representations, writings, and discussions between System Owner, Host Customer, and Program Administrator concerning the Project, whether oral or written, and has been induced by no representations, statements or contracts other than those expressed herein.

NO AMENDMENT, MODIFICATION OR CHANGE TO THIS CONTRACT SHALL BE BINDING OR EFFECTIVE UNLESS EXPRESSLY SET FORTH IN WRITING AND SIGNED BY PROGRAM ADMINISTRATOR'S REPRESENTATIVE AUTHORIZED TO SIGN THE CONTRACT.

Notwithstanding the foregoing, this Contract is subject to such changes or modifications by the CPUC as it may, from time to time, direct in the exercise of its jurisdiction over Program Administrator. Furthermore, this Contract is subject to change or modification by the Program Working Group, as it may from time to time make to the Program in the exercise of its jurisdiction over the implementation of the Program. For purposes of this Contract, the "Program Working Group" shall constitute certain staff of each California investor-owned utility, the San Diego Regional Energy Office, California Energy Commission and the Energy Division of the CPUC.

**17. No Third Party Beneficiaries:** This Contract is not intended to confer any rights or remedies upon any other persons other than the undersigned Parties hereto.

**18. Declarations by Host Customer and System Owner:** By execution of this Contract, System Owner and Host Customer each certifies that the Project meets all Program eligibility requirements, and that System Owner and Host customer agree to abide by the rules and requirements set forth in this Contract and in the CSI Program Handbook. The undersigned declare under penalty of perjury under the laws of the State of California that 1) the information provided in this form is true, accurate and complete, 2) the above-described generating system is new and intended to offset part or all of the Host Customer's electrical needs at the site of installation, 3) the Project Site of installation is located within the Program Administrator's service territory, and 4) the Project is not intended to be used as a backup generator.

The Host Customer and System Owner are committed to completing this Project, and by signing below, are stating their intent to contract with individual(s) necessary for completion of the Project. The Host Customer is the reservation holder and reserves the right to submit new project specifications, including a new Applicant designation, upon withdrawal from the Project and cancellation of this Agreement, in accordance with Section 7 above.

**[HOST CUSTOMER]**

**[SYSTEM OWNER]** (IF DIFFERENT THAN HOST CUSTOMER)

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**[PROGRAM ADMINISTRATOR]**

Signature: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Certification by Applicant:** Where an APPLICANT has been separately identified on the Reservation Request Form, the Applicant must certify that the information provided on the Reservation Request Form is true, accurate, and complete. The Applicant is not a Party to the contract, but certifies under penalty of perjury that the information provided on the Reservation Request Form and the CSI Incentive Calculation Worksheet is true, accurate, and complete.

**[APPLICANT]**

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Once complete, please send to the address below with ALL necessary attachments.

**Regular Mail Address**

**Program Administrator  
Southern California Edison  
2131 Walnut Grove Ave., GO3, 3<sup>rd</sup> Floor B10  
Rosemead, CA 91770**