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CITY AND COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC UTILITIES COMMISSION

TERMS AND CONDITIONS FOR PARTICIPATION IN THE CITY AND COUNTY OF SAN FRANCISCO GOSOLARSF PROGRAM ADMINISTERED BY THE SAN FRANCISCO PUBLIC UTILITIES COMMISSION

THESE TERMS AND CONDITIONS (T&C) APPLY TO ALL PARTICIPANTS IN THE CITY AND COUNTY OF SAN FRANCISCO GOSOLARSF PROGRAM ADMINISTERED BY THE SAN FRANCISCO PUBLIC UTILITIES COMMISSION.

ARTICLE 1

DEFINITIONS

1.1 Specific Terms. The following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) "**Agency**" shall mean the San Francisco Public Utilities Commission.

(b) "**Application Documents**" shall mean collectively: (i) the application for a Solar Incentive Payment submitted by Project Proponent to the Agency, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted by the Project Proponent to the City in respect of such application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

(c) "**Charter**" shall mean the Charter of the City.

(d) "**City**" shall mean the City and County of San Francisco.

(e) "**Claim Form**" shall mean the form submitted by a Project Proponent indicating s/he has met all the requirements for receipt of the Solar Incentive Payment and requesting that the payment be made.

(f) "**GoSolarSF Program Handbook**" shall mean the handbook developed by the Agency that, along with these Terms and Conditions, sets forth the requirements for the GoSolarSF Program, as that document may be amended from time to time.

(g) "**GoSolarSF Program**" shall mean the solar energy incentive program approved by the San Francisco Board of Supervisors in Ordinance Number 102-08 and the solar energy incentive pilot program approved by the San Francisco Board of Supervisors in Ordinance Number 106-08.

(h) "**Host Customer**" shall mean an individual or entity that meets all of the following criteria: 1) has legal rights to occupy the Site, 2) is the utility customer of

record at the Site, 3) except in the case of a rental property, is the owner of the Site, 4) is connected to the electric grid, and 5) is the recipient of the net electricity generated from the Project. Except in the case of a rental property, the Host Customer must execute the Signature Page.

(i) "**Indemnified Parties**" shall mean: (i) City, including the Agency and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(j) "**Losses**" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(k) "**Person**" shall mean an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity.

(l) "**Project**" shall mean the solar photovoltaic project at the Site, as described more fully in the Application Documents.

(m) "**Project Proponent**" in the case of a non-rental property shall mean the System Owner together with the Host Customer, and in the case of a rental property shall mean the System Owner together with the Site Owner. The liability of the Persons that comprise the Project Proponents to the City under these Terms and Conditions shall be joint and several.

(n) "**Reservation Notice**" shall mean the notice given by the Agency to the Project Proponent that the application was accepted and the City is reserving a Solar Incentive Payment of a defined amount for six months.

(o) "**Signature Page**" shall mean a signed pdf version of the document uploaded into PowerClerk (the online application system) together with the Terms and Conditions [see "(u)" below] by the Project Proponent with the Application Documents setting forth the address of the Site and the Project Proponent's agreement to abide by these Terms and Conditions.

(p) "**Site**" shall mean the Host Customer's premises, including the building on which the Project will be located, at the address set forth in the Signature Page. It consists of all the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions divided by a dedicated street, highway or other public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley

from the remainder of the premises served. Separate business enterprises or homes on a single parcel of land undivided by a highway, public road, and thoroughfare or railroad would be considered as separate Sites. Each individual Site must be able to substantiate sufficient electrical load to support the proposed Project size.

(q) "**Site Owner**" shall mean all Persons who own the Site. In the case of a rental property, the Site Owner must execute the Signature Page.

(r) "**Solar Incentive Payment**" shall mean any and all funds allocated or disbursed to Project Proponent by the City under the GoSolarSF Program.

(s) "**System Owner**" shall mean the owner of the Project at the time the Solar Incentive Payment is paid. For example, when a vendor sells a turnkey system to a Host Customer, the Host Customer is the System Owner. In the case of a leased system, the lessor is the System Owner. The System Owner must execute the Signature Page.

(t) "**Tenant**" shall mean the person(s) that has legal rights to occupy the Site and is the recipient of the net electricity generated from the solar equipment. If the Tenant is not the utility customer of record at the Site, a letter of explanation must be sent to the City explaining the relationship of the Tenant to the person(s) who is on the utility service bill.

(u) "**Terms and Conditions**" shall mean these terms and conditions.

1.2 Additional Terms. All capitalized terms that are not otherwise defined in these Terms and Conditions are as defined in the GoSolarSF Program Handbook. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of the Agency. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Agency. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Agency. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation".

1.3 References to these Terms and Conditions. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to these Terms and Conditions, unless otherwise expressly stated. Terms such as "hereunder," "herein" or "hereto" refer to these Terms and Conditions as a whole.

ARTICLE 2
APPLICABILITY AND TERM

2.1 Applicability. These Terms and Conditions apply to all persons applying for a Solar Incentive Payment pursuant to the GoSolarSF program. All Project Proponents are subject to these Terms and Conditions and must sign the Signature Page indicating that

they have reviewed and agree to these Terms and Conditions in order to be eligible for a Solar Incentive Payment.

2.2 Term. These Terms and Conditions apply from the date on which a Project Proponent first submits any Application Document to the City until the first annual anniversary of the date on which the City issues a Solar Incentive Payment to the Project Proponent.

ARTICLE 3
IMPLEMENTATION OF PROJECT

3.1 Implementation of Project; Cooperation with Monitoring. The Project Proponent shall, in good faith and with diligence, undertake the construction and operation of the Project, consistent with these Terms and Conditions, and the Application Documents. The Project Proponent shall not materially change the nature or scope of the Project without the prior written consent of City. Project Proponent shall promptly inform the Agency of any change in the System Owner, the Host Customer, the Applicant or the Site Owner; any such change may result in disqualification of the Project for a particular Solar Incentive Payment and/or the need to resubmit the Application Documents. Project Proponent shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

3.2 Eligibility. The Project Proponent must be a Person that meets all of the criteria set forth in the GoSolarSF Program Handbook from the time the Project Proponent first submits an Application Document to the City until the one year anniversary of the date on which Solar Incentive Payment is made. The Site must be within the boundaries of the City.

3.3 Handbook. Project Proponent will comply with the GoSolarSF Program Handbook. The GoSolarSF Program Handbook is incorporated herein by reference as though set forth in full in these Terms and Conditions.

3.4 Licenses and Permits. The Project Proponent, at his/her own expense, has obtained, or will timely obtain, and will maintain all licenses and permits needed to perform work on the Project and for operation of the Project at the Site.

3.5 Compliance with Other Laws and Applicable Safety and Performance Standards. The Project Proponent shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the Project and the GoSolarSF Program and shall at all times comply with such Charter, codes, ordinances, and regulations, rules and laws. In addition, the Project must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories, and where applicable rules of the California Public Utilities Commission regarding safety and reliability.

3.6 Disclosures by the CEC: The Project Proponent hereby authorizes the California Energy Commission (CEC) to share with the City any and all information provided by the Project Proponent to the CEC that relates to the Project.

3.7 Disclosure of Other Incentives: The Project Proponent understands that other program rebates, grants, forgiven loans, financial incentives, post-installation agreements, renewable energy credits (aka RECs, Green Credits, etc.), and performance payments must be disclosed to the City as soon as those agreements or payments are made.

3.8 No Endorsement by the City. The Project Proponent understands that the City's review of the Project and authorization for the Solar Incentive Payment shall not be construed as confirming or endorsing the qualifications of the Project Proponent 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. Project Proponent shall not use the City's name, trademark, trade name, logo, identity, or affiliation for any reason, without prior written consent of the City.

3.9 Project Proponent is an Independent Contractor. The Project Proponent is solely responsible for the Project, including selection of any designer(s), manufacturer(s), contractor(s), or installer(s). The Project Proponent understands that s/he, and any third parties involved with the Project, are independent contractors and are not authorized to make any representations on behalf of the City. Should the City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Division, or any court, arbitrator or administrative authority determine that Project Proponent is an employee for purposes of collection of any employment taxes, or for any other purpose, the Solar Incentive Payment shall be reduced by any amounts paid by the City as a result of such determination, including if applicable, both the employee and employer portions of any tax due.

3.10 Environmental Attributes and Renewable Energy Credits: The Project Proponent agrees that any and all environmental attributes, including but not limited to renewable energy credits, associated with the Project shall become the property of the City upon payment of the Solar Incentive Payment to Project Proponent. The Project Proponent agrees that it will not 1) sell or otherwise encumber the environmental attributes from the Project to or for the benefit of any other person or entity and 2) upon receipt of the Solar Incentive Payment, s/he will cooperate with the City to effectuate the intent of this section including executing any necessary additional documents.

ARTICLE 4
USE AND DISBURSEMENT OF SOLAR INCENTIVE PAYMENT

4.1 Maximum Amount of Solar Incentive Payment. The amount of the Solar Incentive Payment disbursed hereunder shall be no more than the amount set forth in the Reservation Letter unless the Project Proponent demonstrates eligibility for a higher amount in his/her Claim Form, in which case the City may, in its sole discretion, pay the

higher amount. Irrespective of the Solar Incentive Payment amount set forth in the Application Documents, or the Reservation Letter, the City will pay no higher a Solar Incentive Payment than the amount a Project Proponent is eligible for based on the information provided in the Claim Form.

4.2 Solar Incentive Payment: The City reserves the right to modify or to not pay the Solar Incentive Payment if the actual installation of the Project differs from the proposed installation, if the Project fails inspection, if the Project is not installed within six months after the Solar Incentive Payment is reserved by the Agency, and/or if the documents submitted or the Project fail to meet the requirements of these Terms and Conditions.

4.3 Disbursement Procedures. The Agency shall make all disbursements of the Solar Incentive Payment by check payable to the person or entity designated in the Application Documents, sent via U.S. mail, unless the Agency otherwise agrees in writing, in its sole discretion. The Agency shall make one disbursement of the Solar Incentive Payment.

ARTICLE 5
REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

5.1 Books and Records. Project Proponent shall establish and maintain accurate files and records of all aspects of the Project and the matters funded in whole or in part with the Solar Incentive Payment, including all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after payment of the Solar Incentive Payment or until any final audit has been fully completed, whichever is later.

5.2 Inspection and Audit. Project Proponent shall make available to City, its employees and authorized representatives, during regular business hours, or during such other times as the Parties may mutually agree, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Project Proponent under Section 5.1. Project Proponent shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Project Proponent has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 5.

5.3 Submitting False Claims; Monetary Penalties. Any Project Proponent who submits a false claim shall be liable to City for three times the amount of damages which City sustains because of the false claim. A Project Proponent who submits a false claim shall also be liable to City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to City for a civil penalty of up to ten thousand dollars ($10,000) for each false claim. A Project Proponent will be deemed to have submitted a false claim to City if the Project Proponent (a)

knowingly presents or causes to be presented to an officer or employee of City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by City; (c) conspires to defraud City by getting a false claim allowed or paid by City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to City; or (e) is a beneficiary of an inadvertent submission of a false claim to City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to City within a reasonable time after discovery of the false claim.

ARTICLE 6
TAXES

6.1 Project Proponent to Pay All Taxes. Project Proponent shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with the Project, the Solar Incentive Payment or any of the activities contemplated by these Terms and Conditions.

ARTICLE 7
INDEMNIFICATION AND GENERAL LIABILITY

7.1 Indemnification. Project Proponent shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of these Terms and Conditions by Project Proponent; (b) a material breach of any representation or warranty of Project Proponent contained in the Application Documents, or the Signature Page; (c) any personal injury caused, directly or indirectly, by any act or omission of Project Proponent or its employees, subcontractors or agents; (d) any property damage caused, directly or indirectly by any act or omission of Project Proponent or its employees, subcontractors or agents; (e) the use, misuse or failure of any equipment or facility used by Project Proponent, or by any of its employees, subcontractors or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Project Proponent by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Project Proponent is responsible under Article 6; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with the Project. Project Proponent's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City’s costs of investigating any claims against the City. This indemnity shall survive the term of these Terms and Conditions.

7.2 Duty to Defend; Notice of Loss. Project Proponent acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 7.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 7.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Project Proponent by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Project Proponent prompt notice of any Loss under Section 7.1 and Project Proponent shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Project Proponent if representation of such Indemnified Party by the counsel retained by Project Proponent would be inappropriate due to conflicts of interest between such Indemnified Party and Project Proponent. An Indemnified Party's failure to notify Project Proponent promptly of any Loss shall not relieve Project Proponent of any liability to such Indemnified Party pursuant to Section 7.1, unless such failure materially impairs Project Proponent's ability to defend such Loss. Project Proponent shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Project Proponent contends that such Indemnified Party shares in liability with respect thereto.

7.3 Incidental and Consequential Damages. Losses covered under this Article 7 shall include any and all incidental and consequential damages resulting in whole or in part from Project Proponent's acts or omissions. Nothing in these Terms and Conditions shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

7.4 LIMITATION ON LIABILITY OF CITY. The City's payment obligations under these Terms and Conditions shall be limited to the Solar Incentive Payment. Notwithstanding any other provision of these Terms and Conditions, in no event shall the City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with these Terms and Conditions or the City's performance or nonperformance of its obligations under these Terms and Conditions.

ARTICLE 8
INSURANCE

8.1 Types and Amounts of Coverage. Without limiting Project Proponent's liability pursuant to Article 7, Project Proponent shall maintain in force, during the full term of these Terms and Conditions and for a full four years thereafter, a general liability insurance policy with a combined single limit of no less than the limits sets forth below; or, if the Project Proponent is an individual and the Project is 30kW or below, then liability coverage with respect to premises and use at least as broad as the Insurance Services Office homeowners' or personal liability insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on the size of the Project:

(i) two million dollars ($2,000,000) for each occurrence if the Gross Nameplate Ration of the Project is greater than one hundred (100) kW;

(ii) one million dollars ($1,000,000) for each occurrence if the Gross Nameplate Ration of the Project is greater than twenty (20) kW and less than or equal to one hundred (100) kW;

(iii) five hundred thousand dollars ($500,000) for each occurrence if the Gross Nameplate Ration of the Project is twenty (20) kW or less; and

(iv) two hundred thousand dollars ($200,000) for each occurrence if the Gross Nameplate Ration of the Project is ten (10) kW or less and the Project is connected to an account receiving residential service.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

8.2 Additional Requirements for Coverage. For projects above 30 kW, the insurance policies shall:

(a) Name as additional insured City and its officers, agents and employees.

(b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of these Terms and Conditions, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

While this requirement does not apply to projects 30 kW and smaller, the City strongly recommends that Project Proponents consider complying with this requirement for smaller projects.

8.3 Additional Requirements for All Policies. Except in the case of a policy or certificate that provides that no cancellation, major change in coverage or expiration shall become effective or occur until at least thirty (30) days after receipt of written notice by the City, within five (5) business days after receiving notice from an insurer of any cancellation, major change in coverage or expiration, Project Proponent shall notify the City and shall forward to the City a copy of the insurer notice.

8.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Project Proponent shall maintain such coverage continuously throughout the term of these Terms and Conditions and, without lapse, for a period of seven (7) years after payment of the Solar Incentive Payment, to the effect that, should occurrences during the term hereof give rise to claims made after payment of the Solar Incentive Payment, such claims shall be covered by such claims-made policies.

8.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

8.6 Evidence of Insurance.

(a) With the application: At the time it submits an application to the City, Project Proponent shall furnish to City certificates of insurance, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Project Proponent shall furnish to City certificates of insurance with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above, except those set forth in Section 8.2.

(b) Upon receipt of a Reservation Notice: For projects above 30 kW, the Project Proponent shall furnish to City the additional insured policy endorsements demonstrating compliance with Section 8.2, within fifteen days of receipt of the Reservation Notice.

(c) Failure to maintain insurance shall constitute a material breach of these Terms and Conditions.

8.7 Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Project Proponent hereunder.

8.8 Alternative Insurance.

If any of the terms or conditions of this Article 8 prevent Project Proponent from obtaining the insurance required in Section 8.1 for a Project above 30 kW, the Project

Proponent may instead require the Contractor responsible for installing the Project to comply with all the insurance requirements set forth in this Section 8, including, but not limited to, the requirement in Section 8.2, to name as additional insured, City and its officers, agents and employees. In such a case, unless the City informs the Project Proponent that it already has such documentation for the Contractor in question, the Project Proponent will submit the information required in Section 8.6 with respect to the Contractor's insurance at the time required by Section 8.6.

ARTICLE 9
EVENTS OF DEFAULT AND REMEDIES

9.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under these Terms and Conditions:

(a) **False Statement**. Any statement, representation or warranty contained in the Application Documents, in the Signature Page, or in any other document submitted to City with respect to the GoSolarSF Program is found by City to be false or misleading.

(b) **Failure to Inform Agency of a Material Change**. A failure on the part of the Project Proponent to promptly inform the City of a material change to the Project or of a change in the identity of the System Owner, the Host Customer, the Applicant or the Site Owner.

(c) **Failure to Provide Insurance**. Project Proponent, or if applicable, the Contractor responsible for installing the Project, fails to provide or maintain in effect any policy of insurance required in Article 8.

(d) **Failure to Perform**. Project Proponent fails to perform or breaches any agreement or covenant of these Terms and Conditions to be performed or observed by Project Proponent as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after receipt of written notice from the City.

(e) **Failure to Comply with Program Rules**. Project Proponent fails to comply with the GoSolarSF Program Handbook.

9.2 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination**. City may reject the Project Proponent's application, and/or disqualify the Project Proponent from participating in GoSolarSF and, on the date specified in such notice, all rights of Project Proponent hereunder shall be extinguished. The rejection of an application and/or disqualification of a Project Proponent shall not operate to discharge any liability which has been incurred by either Party prior to the effective date of such action. For the avoidance of doubt, the City shall not be required to

pay any Solar Incentive Payment to the Project Proponent if either the Project Proponent or the Project fail to meet all the requirements of the GoSolarSF Program.

(b) **Withholding of the Solar Incentive Payment**. The City may withhold all or any portion of the Solar Incentive Payment not yet disbursed hereunder, regardless of whether Project Proponent has previously submitted an application for such payment or whether the City has approved the disbursement of the Solar Incentive Payment requested in any application. Any Solar Incentive Payment withheld pursuant to this Section and subsequently disbursed to Project Proponent after cure of applicable Events of Default shall be disbursed without interest.

(c) **Offset**. City may offset against all or any portion of undisbursed Solar Incentive Payment hereunder or against any payments due to Project Proponent under any agreement between Project Proponent and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

(d) **Return of the Solar Incentive Payment**. City may demand the immediate return of any previously disbursed Solar Incentive Payments that have been claimed or expended by Project Proponent in breach of these Terms and Conditions, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

9.3 Remedies Nonexclusive. Each of the remedies provided for in these Terms and Conditions may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 10
NOTICES AND OTHER COMMUNICATIONS

10.1 Requirements. Unless otherwise indicated elsewhere in these Terms and Conditions, all notices, directions, approvals, instructions, or requests hereunder shall be in writing. Except in the case of a rental property, all notices and all other written communications sent by the City to the Project Proponent shall be sent to the Host Customer's email address, as set forth in the Application Documents. In the case of a rental property, all Notices and all other written communications sent by the City to the Project Proponent shall be sent to the Site Owner's email address, as set forth in the Application Documents. All notices and all other written communications by the Project Proponent to the City shall be either by 1) U.S. mail or e-mail, provided that courtesy copies of all notices sent by U.S. mail shall be sent simultaneously via email; or 2) by uploading the document in the Agency's PowerClerk portal. Notices and all other written communications from the Project Proponent to the City or Agency shall be addressed as follows, or to such new address provided in writing by the City or Agency to the Project Proponent:

San Francisco Public Utilities Commission, Power Enterprise
525 Golden Gate Ave. 7th Floor, San Francisco, CA 94102
Attn: GoSolarSF
Facsimile No. (415) 554–3280
Email Address: GoSolarSF@sfwater.org

ARTICLE 11
ADDITIONAL REQUIREMENTS APPLICABLE TO PROJECT PROPONENT

11.1 Prohibition on Political Activity with City Funds. In accordance with S. F. Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for the Solar Incentive Payment or the GoSolarSF Program may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded by the Solar Incentive Payment shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by the Solar Incentive Payment be used for any Political Activity. In the event Project Proponent, or any staff member in association with Project Proponent, engages in any Political Activity, then (i) Project Proponent shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Project Proponent shall have the burden to prove that no funding from the Solar Incentive Payment has been used for such Political Activity. Project Proponent agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Project Proponent violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) reject the Project Proponent's application for a Solar Incentive Payment; (ii) disqualify Project Proponent from the GoSolarSF Program for a

period of two (2) years; (iii) terminate any agreements between Project Proponent and City, (iv) prohibit Project Proponent from bidding on or receiving any new City contract for a period of two (2) years, and (v) obtain reimbursement of all funds previously disbursed to Project Proponent under these Terms and Conditions.

11.2 Conflict of Interest. Through its execution of the Signature Page, Project Proponent acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact.

11.3 Limitations on Contributions. The restriction set forth in this section applies only if the contract or a combination or series of contracts approved by the same individual or board in a Fiscal Year have a total anticipated or actual value of $50,000 or more. Through execution of the Signature Page, Project Proponent acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Project Proponent acknowledges that the prohibition on contributions applies to each prospective party to a contract; each member of Project Proponent's board of directors; Project Proponent's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Project Proponent; any subgrantee listed in the bid or contract; and any committee that is sponsored or controlled by Project Proponent. Additionally, Project Proponent acknowledges that Project Proponent must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

ARTICLE 12
MISCELLANEOUS

12.1 Sunshine Ordinance. Project Proponent acknowledges and agrees that the Signature Page and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for

a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Project Proponent that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

12.2 No Assignment by Project Proponent. Project Proponent shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of any rights, duties or obligations of Project Proponent hereunder without the prior written consent of City. These Terms and Conditions shall not, nor shall any interest herein, be assignable as to the interest of Project Proponent involuntarily or by operation of law without the prior written consent of City. Any agreement made in violation of this Section 12.2 shall confer no rights on any person or entity and shall automatically be null and void.

12.3 No Waiver. No waiver by the Agency or City of any default or breach of these Terms and Conditions shall be implied from any failure by the Agency or City to take action on account of such default if such default persists or is repeated. No express waiver by the Agency or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Agency of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Agency or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

12.4 Modification. These Terms and Conditions may not be modified by the Project Proponent, nor may compliance with any of the terms be waived, except by written instrument executed and approved by the City in the same manner as these Terms and Conditions.

12.5 Administrative Remedy. Should any question arise as to the meaning or intent of these Terms and Conditions, the question shall, prior to any other action or resort to any other legal remedy, be referred to the General Manager of the Agency who shall decide the true meaning and intent of these Terms and Conditions. Such decision shall be final and conclusive.

12.6 Governing Law; Venue. The formation, interpretation and performance of these Terms and Conditions shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to these Terms and Conditions shall be in San Francisco.

12.7 Headings. All article and section headings and captions contained in these Terms and Conditions are for reference only and shall not be considered in construing them.

12.8 Entire Agreement. These Terms and Conditions, the Signature Page, and the GoSolarSF Program Handbook set forth the entire agreement between the parties, and supersede all other oral or written provisions.

12.9 Severability. Should the application of any provision of these Terms and Conditions to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of these Terms and Conditions shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

12.10 Successors; No Third-Party Beneficiaries. Subject to the terms of Section 12.2, these Terms and Conditions shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in these Terms and Conditions, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 7, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of these Terms and Conditions or any covenants, conditions or provisions contained herein.

12.11 Survival of Terms. The obligations of Project Proponent and the following provisions of these Terms and Conditions shall survive and continue following expiration of the term of these Terms and Conditions: Sections 5.1 through 5.3, Articles 6, 7, 8, and this Article 12.

12.12 Certification. By signing the Signature Page, the Project Proponent declares under penalty of perjury under the laws of the State of California that:

1) The Project Proponent has read and understood these Terms and Conditions. Upon signature and delivery of the Signature Page, the Project Proponent will have entered a legal, valid and binding contract, with the terms set forth in the Terms and Conditions, that is enforceable against the Project Proponent;

2) The Project Proponent has the authority to enter into a contract with the terms set forth in the Terms and Conditions, and to perform its obligations as set forth in the Terms and Conditions;

3) The Project Proponent has the authority to install the Project at the Site, or has obtained the permission of the legal owner of the Site, to install the Project;

4) The Project and Project Proponent meet all GoSolarSF Program eligibility requirements;

5) a) In the case of a non-rental property either i) the System Owner is the Host Customer or ii) the System Owner and the Host Customer will sign the Signature Page.

5) b) In the case of a rental property either i) the System Owner is the Site Owner or ii) the System Owner and the Site Owner will sign the Signature Page.

6) In the case of a rental property, the Site Owner has i) described in writing to the Tenant any reasonably foreseeable material impacts of the Project on: a) the Tenant's use and enjoyment of the Property; b) the lease including the rent; c) electric service at the Property; and d) the electricity rate applicable to and the electric bills for the Property; and ii) obtained Tenant's consent to the Project;

7) The Project will be (or is) new and will (or does) offset part or all of the electrical needs at the Site;

8) The Site is located within the City at the geographic location specified in this Signature Page;

9) The Project is not intended to be used as a backup generator; and

10) The information provided by the Project Proponent in documents submitted or to be submitted by Project Proponent to City in connection with the GoSolarSF Program, including the description of the Project set forth in the Application Documents, is true and correct at the time the document is submitted, and will be corrected by the Project Proponent if it subsequently becomes untrue.

11) The parties signing the agreement shall not challenge the fact that the agreement exists on the basis of the City's acceptance of the Terms and Conditions/Signature Page in a pdf version.

APPLICATION NUMBER
HHP-00_____

San Francisco Public Utilities Commission
GoSolarSF Program

RENTAL PROPERTY
TERMS AND CONDITIONS SIGNATURE PAGE

Please sign and date all sections unless otherwise noted. This original document with wet signatures (electronic signatures such as DocuSign are not acceptable) and attached to the Terms & Conditions, must be uploaded into PowerClerk.

SITE OWNER: _____
(If business, company name)

SYSTEM OWNER: _____
(If business, company name)

APPLICANT: _____

INSTALLATION SITE ADDRESS: _____

SYSTEM SIZE (kW CEC-AC): _____ AMOUNT OF INCENTIVE REQUESTED: $ _____

INTEREST RATE IF PROJECT IS LEASED OR FINANCED: _____%

IN WITNESS WHEREOF, the parties hereto have caused this Signature Page to be duly executed as of the date first specified herein.

APPLICANT:

By signing this Agreement, I am not made party to the Agreement but rather, I certify under penalty of perjury that the information provided on the Application Documents is true, accurate, and complete.

By:

_____
APPLICANT

Print Name : _____

Date: _____

Print Company Name, if applicable:

_____

PROJECT PROPONENT:

By:

_____
SITE OWNER

Print Name: _____

Date: _____

Print Title and Company Name, if applicable:

_____

By:

_____
SYSTEM OWNER (if different from Site Owner)

Print Name: _____

Date: _____

Print Title and Company Name, if applicable:

_____

San Francisco Public Utilities Commission
GoSolarSF Program

APPLICATION NUMBER
HHP-00_____

RENTAL PROPERTY
APPLICATION SIGNATURE PAGE

Sign or initial as required all sections unless noted otherwise. This original document with wet signatures (electronic signatures such as DocuSign are not acceptable) and attached to the Terms & Conditions, must be uploaded into PowerClerk.

SITE OWNER: _____
(If business, company name)

SYSTEM OWNER: _____
(If business, company name)

APPLICANT: _____

INSTALLATION SITE ADDRESS: _____

SYSTEM SIZE (kW CEC-AC): _____ AMOUNT OF INCENTIVE REQUESTED: $ _____

INTEREST RATE IF PROJECT IS LEASED OR FINANCED: _____%

SITE OWNER

1) Acknowledgments:	
Initial in the boxes to the right to confirm the following:	Initial
a) I acknowledge that all eligible GSSF recipients must enroll in the CleanPowerSF program. If not already enrolled, please sign-up here.	
b) I acknowledge that it is a best practice to obtain bids from three contractors for a home improvement project such as a solar electric system.	
c) I understand that my solar project's installer/applicant is not a partner, agent or employee of the City and County of San Francisco GoSolarSF program. I understand that I have a choice of installers and may choose my non-SASH installer from the list of GoSolarSF Certified Installers (visit www.solarsf.org and click on Certified Installer List)	
d) My solar project's installer/applicant has explained the life expectancy differences between solar panels and inverters, and the estimated timing and cost of a new inverter.	
e) My solar project's installer/applicant has explained to me the estimated cost involved with removing and replacing the solar panels for required roof work, if necessary, as well as the operation and maintenance requirements of my solar system.	
Please complete the following and initial at right:	
f) I discussed with my solar installer the potential monthly/annual savings on my PG&E electric bill associated with the solar PV system. The potential savings is approximately $_____ to $_____ per month / year **(circle one)**.	
g) Select one: ☐ An energy efficiency audit has been conducted on the project site and I have discussed the results with my solar contractor. ☐ The project site is exempt from the energy efficiency requirements as described in the GoSolarSF handbook.	
2) Email Address:	
Site Owner email:	

I acknowledge that communications from GoSolarSF regarding my incentive application will be sent via this email address.

_____	_____
Site Owner, print name	Sign

APPLICATION NUMBER
HHP-00_____

SITE OWNER (continued)

3) Payment Designation:		
Check designated payee: ☐ Host Customer ☐ System Owner ☐ Site Owner ☐ Applicant ☐ Installer ☐ Equipment Mfr. ☐ Equipment Distributor	By signing at right, I assign payment of the GoSolarSF incentive to the party checked at left.	Print name (include organization name, if applicable): Sign: Date:

DESIGNATED PAYEE (only if different from Site Owner)

I hereby acknowledge responsibility to pay any income tax liability that may be incurred by either the State of California or the US Internal Revenue Service related to the San Francisco solar incentive.	Print name of designated payee: If designated payee is an organization, print name and title of person signing:	Sign: Date:

INSTALLER

Print name/title:	Sign:
Company name:	Date:
Check one: ☐ Installer is workforce development certified. ☐ Installer is a non-profit organization. ☐ Installer operates its principal place of business in San Francisco. Note: Please sign City Installer section below.	

CITY INSTALLER (if applicable)

I hereby certify, under penalty of perjury, that my company operates its principal place of business in San Francisco, as defined below: To establish a principal place of business in San Francisco, as distinct from an office, a business must demonstrate that: (1) the majority of its principals are based in the San Francisco office, and (2) **<u>either</u>** (a) it pays San Francisco payroll taxes on at least 51% of its total payroll or, (b)(i) has a Certificate of Eligibility that makes it an exempt Clean Energy Technology business (SF Business and Tax Regulation Code section 906.2), and (ii) it would pay San Francisco payroll taxes on at least 51% of its total payroll absent operation of the Clean Energy Technology tax exemption.	Print name/title: Sign: Date: