

MULTI-FAMILY

2006-2008



PROGRAM APPLICATION

- Performance - Low Rise and High Rise
- Prescriptive - Customized Energy Efficiency Incentives
- Design Assistance - Energy Consultant



FOR OVER 100 YEARS...LIFE. POWERED BY EDISON.

CALIFORNIA NEW HOMES PROGRAM

SUMMARY INFORMATION, PARTICIPATION OPTIONS, APPLICATION DIRECTIONS

The 2006-2008 Southern California Edison (SCE) California New Homes Program (CANHP) will award a limited number of financial incentives to builders who construct single and/or Multi-Family homes that exceed California's energy efficiency standards for new construction (Title 24). Homebuilders of all annual production volumes are encouraged to apply. In addition to financial incentives, homebuilders accepted into the Program may take advantage of training opportunities, technical support and marketing resources that will help make the most of their decision to build more energy efficient homes.

Qualifying CANHP Participants who are installing photovoltaic systems on their homes may also apply for solar generation funding with the California Energy Commission (CEC) New Solar Homes Partnership (NSHP), which requires the achievement of at least 15% greater energy efficiency than required by Title 24 to qualify for solar incentives. For more information on the NSHP, please visit www.gosolarcalifornia.ca.gov.

CANHP Participation Options

Incentives are awarded on a **first come, first serve basis**. The two options for receiving incentives are the Performance Method and the Prescriptive Measures Option.

Option #1: Performance Method (Use application form RNC-MFPF)

The **Performance Method** provides incentives for new homes that are at least 15% more energy efficient than required by the 2005 Title 24 standards. The Performance Method application also allows homebuilders to select from a set of Prescriptive energy efficiency measures to earn extra incentives at their discretion.

Option #2: Prescriptive Method (Use application form RNC-MFPC)

The Prescriptive Measures option allows homebuilders that do not qualify for the Performance Method incentives to select from a menu of energy efficiency measures for which they can receive incentives. Measures do not qualify if they are used to achieve the required Title 24 compliance. Please see the Measures list on the MFPC application for details on qualifying equipment and efficiency measures.

Incentives are also available for energy consultants that provide design assistance to Multi-Family builders. For more information please see the Multi-Family Design Assistance Application, RNC-MFDA.

How To Apply

- 1. Contact** an SCE CANHP representative by emailing scenewhomes@sce.com. You will be appointed an Account Manager that will walk you through the entire process and to whom you will submit application materials.
- 2. Read** all CANHP Instructions, Requirements, and Terms and Conditions contained herein. For additional Program information, refer to your CANHP Participant Handbook and visit www.sce.com/builder.
- 3. Complete** the appropriate application including: Applicant Information, Project Information, and the Incentive Calculator. Complete one application per project and list all plans and model types.
- 4. Sign** the Agreement on the appropriate Application Form.
- 5. Submit** the completed application form and all required documentation pertaining to your project to your CANHP Account Manager.

2006 - 2008 MULTI-FAMILY APPLICATION

CALIFORNIA NEW HOMES PROGRAM PERFORMANCE METHOD



APPLICANT INFORMATION

Federal Tax ID or Social Security Number: _____ Tax status (Check one) Corporation Unincorporated Exempt

Applicant Name (Owner/Builder/Developer) _____

Applicant Contact _____ Contact Phone Number _____

Mailing Address _____ City/State _____ Zip Code _____

Email Address _____ Fax Number _____

Home Energy Rating System (HERS) Rater Company _____ HERS Rater _____ Rater Phone Number _____ Name of HERS Provider (Check One) CHEERS Cal CERTS

PROJECT INFORMATION

Low Rise Multi-Family (3 stories or less consisting of 3 or more attached units) Apartment Townhome Condominium

High Rise Multi-Family (4 or more habitable stories)

Project Name _____

Project Address/Location _____ City _____ State _____ Zip Code _____

Tract Number _____ Phase Number (s) _____ Lot Number (s) _____ Total Number of Dwelling Units in all Buildings _____ Total no. of plans/Buildings _____

Permitting Agency (County/City) _____ Date Permitted _____ Climate Zone _____

Project Start Date _____ Project Completion Date _____ Project Site Contact _____ Contact Phone # _____

PARTICIPATION OPTIONS (1)

Builder may choose from the following options :

Performance Margin	Participation Option	Incentives
15% (Tier I)	Code Plus or ENERGY STAR	\$150 - Coastal (CZ 1-7) \$200 - Inland (CZ 8-16)
20%	Code Plus or ENERGY STAR	\$275 Inland only

- Under the Tier I NSHP Code-plus option builders are **not required** to install PV.
- Under the ENERGY STAR participation option, projects must meet the Environmental Protection Agency's (EPA) ENERGY STAR New Homes Program requirements (including Quality Insulation Installation and Thermal Bypass Checklist Procedures).

AGREEMENT

I, the undersigned, agree that:

- I meet the California New Homes Program (CANHP) eligibility requirements as set forth in the CANHP Instruction Sheets contained in the Participant Handbook.
- The information that I have supplied on this form is true, correct and complete.
- I have read, understand and agree to abide by the program rules, requirements and terms set forth in the CANHP Instruction Sheet and Terms & Conditions.
- This project is not receiving energy efficiency incentives from any other publicly funded source. However, Federal tax incentives are allowed.

Applicant Name (Please Print) _____ Title _____

Signature _____ Date _____

FOR SCE USE ONLY

Date Application Received _____ SCE Representative _____ Authorized Signature _____

Date Application Approved _____ Plan Check Approval _____ Application No. _____

ENERGY EFFICIENCY APPLICATION - PERFORMANCE



2006 - 2008 MULTI-FAMILY APPLICATION

CALIFORNIA NEW HOMES PROGRAM PERFORMANCE METHOD



ENERGY EFFICIENCY APPLICATION - PERFORMANCE

INCENTIVE CALCULATOR – FOR LOW RISE AND HIGH RISE Low Rise projects: Based on CF-1R as filed for building permit (HERS field verification is required) High Rise Projects: Based on PERF as filed for building permits								
Plan/Building Type or Name	Sq Ft of Conditioned Space	Standard Energy Budget	Proposed Energy Budget	Compliance Margin	Compliance % Over Title 24	Units in Building	Number of Buildings	Total
TOTAL								

Dwelling Unit Incentive

15% Coastal (CZ 1-7) _____ Residential dwelling units X \$150 = \$ _____

15% Inland (CZ 8-16) _____ Residential dwelling units X \$200 = \$ _____

20% Inland (CZ 8-16) _____ Residential dwelling units X \$275 = \$ _____

TOTAL ESTIMATED INCENTIVE PAYMENT \$ _____

ADDITIONAL APPLIANCE AND LIGHTING MEASURES (Choose all that apply)
 Applicable only after program requirements are met. (field verification is required on all measures)

Measure	Quantity	Incentive	Total
High Efficiency ENERGY STAR Dishwasher - EF .65 or higher.	X	\$ 30.00	=
High Efficiency ENERGY STAR Clothes Washer - MEF 1.8 or higher / WF 7.5 or lower. Not all ENERGY STAR clothes washers qualify for this incentive.	X	\$ 35.00	=
High Efficiency ENERGY STAR Refrigerator - Qualified models must exceed current federal standards by 20%. Not all ENERGY STAR models.	X	\$ 50.00	=
Lighting - Interior hardwired high efficacy fixtures with either motion sensor or dimmer controls. Cannot be used to qualify for Title 24.	X	\$ 10.00 per fixture	=

TOTAL ADDITIONAL MEASURES \$ _____

TOTAL PROJECT INCENTIVE PAYMENT \$ _____

ADDITIONAL REQUIREMENTS APPLICABLE TO THE MEASURES ABOVE

- Submit documentation (i.e. manufacturers specifications sheets, etc.) which demonstrate that the measures selected above meet or exceed the program requirements.
- Measures may only supplement the project listed in this CANHP form and cannot be submitted without the completion of the Multi-family Incentive Calculator.
- Applicant must upgrade all homes/units/buildings approved in the project.
- Provide original proof of purchase and supporting documentation which must include all of the following information:
 - Itemized receipts/invoice listing of each product including quantity, product description, manufacturer, model number, or other identifying information (i.e. SKU#) as appropriate.
 - Purchase price per item listed above
 - Date "Paid in Full" or payment ter
 - Product installation date
 - Product installation location: address

2006 - 2008 MULTI-FAMILY APPLICATION

CALIFORNIA NEW HOMES PROGRAM PRESCRIPTIVE METHOD



APPLICANT INFORMATION

Federal Tax ID or Social Security Number: _____		Tax status (Check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Unincorporated <input type="checkbox"/> Exempt	
Applicant Name (Owner/Builder/Developer)			
Contact		City/State	Zip Code
Mailing Address	Contact Phone Number ()	Fax Number	E-mail Address
Home Energy Rating System (HERS) Rater Company	HERS Rater	Rater Phone Number	Name of HERS Provider

PROJECT INFORMATION

<input type="checkbox"/> Low Rise Multi-family (3 stories or less consisting of 3 or more attached units)	<input type="checkbox"/> Apartment	<input type="checkbox"/> Townhome	<input type="checkbox"/> Condominium
<input type="checkbox"/> High Rise Multi-family (4 or more Habitable stories)			
Project Name			
Project Address/Location		City	State
			Zip Code
Tract Number	Phase Number (s)	Lot Number (s)	Total Number of Dwelling Units in all Buildings
			Total no. of plans/Buildings
Permitting Agency (County/City)		Date Permitted	Project Start Date
			Project Completion Date
Project Site Contact		Contact Phone Number	Contact E-Mail Address

GENERAL INSTRUCTIONS

- Contact your CANHP Account Manager for details and funding availability on SCE's CANHP prior to submitting application. **You must receive written approval from SCE before installing any energy-efficient upgrades.**
- Complete one form per project and list ALL plans/building types. Incentive payments are available only to owners, builders or developers named on the CANHP Incentive Application.
- Submit this RNC-SFPM form and all other required documents to your SCE representative as early as possible. Funds are limited and will be reserved on a first come, first served basis for projects that meet the CANHP requirements. **NO** payments will be made for any energy efficient upgrades installed **without** prior written approval from SCE.
- This Program will end December 15, 2008 or sooner if funds budgeted for the 2006 - 2008 program year are expended or fully committed. **SCE will not accept applications after December 15, 2008.**
- Review the CANHP Instructions Sheet and Terms & Conditions.

AGREEMENT

I, the undersigned, agree that:

- I meet the CANHP eligibility requirements as set forth in the CANHP Instruction Sheets contained in the Participant Handbook.
- The information that I have supplied on this form is true, correct and complete.
- I have read, understand and agree to abide by the program rules, requirements and terms set forth in the CANHP Instruction Sheet and Terms & Conditions.
- This project is not receiving energy efficiency incentives from any other publicly funded source. However, Federal tax incentives are allowed.

Applicant Name (Please Print) _____

Title _____

Signature _____

Date _____

FOR SCE USE ONLY

Date Application Received _____

SCE Representative _____

Authorized Signature _____

Date Application Approved _____

Title _____

Plan Check Approval _____

APPLICATION NO.

ENERGY EFFICIENCY APPLICATION - PRESCRIPTIVE



2006 - 2008 MULTI-FAMILY APPLICATION



CALIFORNIA NEW HOMES PROGRAM PRESCRIPTIVE METHOD

ELIGIBLE INSTALLATION MEASURES – FOR LOW RISE/HIGH RISE MULTI-FAMILY

Measures do not qualify for incentives if they are used to achieve Title 24 compliance requirements or receive duplicative energy efficiency incentives from any other publicly funded source.
(See Measure List for details on qualifying equipment and products)

ENERGY EFFICIENCY APPLICATION - PRESCRIPTIVE

Measure	Quantity	Incentive	Total
High Efficiency ENERGY STAR Dishwasher - EF .65 or higher.	X	\$ 30.00	=
High Efficiency ENERGY STAR Clothes Washer - MEF 1.8 or higher / WF 7.5 or lower. Not all ENERGY STAR clothes washers qualify for this incentive	X	\$ 35.00	=
High Efficiency ENERGY STAR Refrigerator - Qualified models must exceed current federal standards by 20%. Not all ENERGY STAR models	X	\$ 50.00	=
Lighting - Interior hardwired high efficacy fixtures with either motion sensor or dimmer controls. Cannot be used to qualify for Title 24."	X	\$ 10.00 per fixture	=
Quality Insulation Installation (QII)	X	\$50.00 per structure	=
Verified Ducting System (Tight Ducts)	X	\$75.00 per house	=
Pool Pumps (Variable Speed Only)	X	\$ 200.00	=
Refrigerant Charge Adjustment	X	\$ 130.00	=

TOTAL ESTIMATED INCENTIVE PAYMENT FOR PRESCRIPTIVE MEASURES \$ _____

REQUIREMENTS FOR PRESCRIPTIVE MEASURES

1. Submit documentation (i.e. manufacturers specifications sheets, etc.) which demonstrate that the measures selected above meet or exceed the program requirements.
2. All products must be installed in a multifamily residential new construction project prior to submitting the completed and signed Incentive Request Form (included in your approval letter). Applicant must also submit Title 24 documents with the application package as submitted for your building permit.
3. Measures must be installed within 30 months of application approval date. Read the Measure List to make sure project meets all requirements.
4. Provide original proof of purchase and supporting documentation which must include all of the following information:
 - Itemized receipts/invoice listing of each product including quantity, product description, manufacturer, model number, or other identifying information (i.e. SKU#) as appropriate.
 - Purchase price per item listed above
 - Date "Paid in Full" or payment terms
 - Product installation date
 - Product installation location: address

APPLICATION NO.

Multi-family Design Assistance Application

For use with the

2006 - 2008 Low Rise and High Rise Multi-family Program Application

APPLICANT INFORMATION

APPLICATION NUMBER: _____ Federal Tax ID or Social Security Number: _____
 Tax status (Check one) Corporation Unincorporated Exempt

Applicant Name (Energy Consultant Firm Name)		
Energy Consultant Contact Name		
Mailing Address		
City	State	Zip
Telephone Number		
E-mail Address		

APPLICANT AGREEMENT

I, the undersigned, agree that:

1. I meet the incentive eligibility requirements.
2. The information that I have supplied on this application is **true, correct** and **complete**.
3. I have read and understand the Multi-family Energy Consultant Application and/or the 2006-2008 California New Homes Low Rise/High Rise Multi-family program Handbook and agree to abide by the program rules, requirements and terms set forth in this Application and Agreement.
4. This project is not receiving duplicative energy efficiency incentives from any other publicly funded source.
5. I have never before applied for Design Assistance through this program (since 2002).

PROJECT INFORMATION

<input type="checkbox"/> Low Rise Apartment (3 stories or less)	<input type="checkbox"/> Townhome (3 or more units)	
<input type="checkbox"/> High Rise Apartment (4 stories or more)	<input type="checkbox"/> Condominium (3 or more units)	
Project Name		
Site Address		
City	State	Zip
Builder Name		
City or County that issued permit		
Total # of buildings	Total # of dwelling units in all buildings	

Print Energy Consultant Name

Title

Energy Consultant Signature

OWNER/BUILDER/DEVELOPER AGREEMENT

I have selected this Multi-family Energy Consultant to assist me in meeting the requirements of the 2006-2008 High Rise Multi-family Program and/or the 2006-2008 California New Homes Low Rise Multi-family Program.

I agree to permit SCE to discuss all aspects of this project with the Multi-family Energy Consultant. Further, I understand that any energy consulting incentives associated with this Application will be paid directly to this Multi-family Energy Consultant and not to me.

Builder/Developer Signature

Builder/Developer Name (Print)

Date Signed

FOR SCE USE ONLY

Print Name	SCE Representative
Title	Date Application Received
Authorized Signature	Date Application Approved

TERMS AND CONDITIONS

SCE Agrees To:

1. Provide an incentive for eligible buildings that qualify for the program described herein. Once the application has been accepted (as evidenced by a Letter of Acceptance from SCE), incentive funds will be allocated and paid, provided the builder meets all of the requirements specified in the application, which includes submitting all required forms and information. Funds are limited and will be reserved on a first come, first served basis until funds are expended or fully committed, or until December 15, 2008 whichever occurs first. Incentive payments will only be paid on projects that meet program requirements. Incentive payments will be paid to builder only.
2. Provide general program advertising, which highlights the benefits of the 2006-2008 CANHP to homebuyers. SCE does not guarantee any particular level, type or frequency of advertising.
3. Produce merchandising materials for homebuyers describing the features and benefits of the 2006-2008 CANHP.

Applicant Agrees To:

1. The terms specified in the 2006-2008 CANHP Multi-Family Application(s)
2. Notify SCE in writing prior to construction of any changes that will affect the number of units, energy use, performance of the units, overall HERS rating and/or incentive levels covered by this Application. In every case, builder agrees to make this notification at least ninety (90) days before requesting incentive payment for affected units.
3. Permit and ensure SCE representatives access to each building's dwelling units, prior to occupancy, to verify installation of measures.
4. Indemnify SCE, its affiliates, subsidiaries, parent company, officers, directors, agents, and employees against all loss, damage, expense, and liability resulting from injury to, or death of persons; and against all injury to property arising out of, or in any way connected with, the performance of this Agreement. Applicant shall, at SCE's request, defend any suit asserting a claim covered by this indemnity.
5. Applicant agrees not to state or imply to dwelling occupants or others that it is an agent, employee or representative of SCE.
6. Comply with all of the 2006-2008 CANHP on-site verification and documentation requirements. This includes utilizing a certified HERS Rater to perform the home energy ratings, diagnostic testing and verification, when applicable.

Additional Terms

1. If this Agreement is terminated for any reason, SCE shall not be liable to the builder for damages or compensation of any kind.
2. SCE reserves the right to determine eligibility for the life of this Agreement.
3. SCE MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY DESIGN, SYSTEM OR APPLIANCE INSTALLED PURSUANT TO THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. APPLICANT AGREES TO INDEMNIFY SCE, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AGAINST ALL LOSS, DAMAGE, EXPENSE, AND LIABILITY ARISING FROM ANY MEASURES INSTALLED.
4. THIS AGREEMENT SHALL REMAIN IN EFFECT FOR THIRTY (30) MONTHS FROM THE DATE SCE SIGNS THE APPLICATION OR UNTIL JUNE 30, 2011 WHICHEVER COMES FIRST, AND MAY BE EXTENDED AT SCE'S DISCRETION. Revisions and/or additions to this project application will expire based on the expiration date of the original application.
5. Both funding and the conditions of the program are subject to the jurisdiction of the California Public Utilities Commission (CPUC) and shall be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction. If there are changes in the program, SCE will endeavor, but cannot guarantee, to provide a reasonable period of time before changes go into effect.
6. Applicant understands that should SCE's CANHP be modified in any way or terminated by order of any government entity, this Agreement shall be revised or terminated consistent with that order.
7. In the event the CPUC withdraws its approval of the CANHP or SCE is unable to recover the cost from public goods funds, SCE may terminate this Agreement upon 30 days prior written notice, provided that SCE shall be required to pay incentives with respect to completed units verified and approved for payment before such notice.
8. All Applications are subject to SCE's verification of eligibility and compliance with supplemental program descriptions and requirements to builder. SCE retains final authority to calculate incentive payments under this Agreement.
9. SCE may assign this Agreement, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without the builder's prior written consent, provided SCE remains obligated for payments incurred prior to the assignment. The builder may not assign this application, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of SCE.
10. The incentive Application shall be as accurate as possible; inaccuracies can lead to costly and time consuming reprocessing for both the Applicant and SCE. If the first submittal of an incentive application is rejected, it can be revised and resubmitted no more than twice for a particular project. Resubmittals are due within 30 days of the date of the rejection notice. SCE will process the resubmittal once without additional cost. However, \$ 100.00, representing a portion of SCE's reprocessing costs, will be passed through to the Applicant and deducted from the total incentive payment for each plan or model if a second resubmittal is processed.
11. Applicant understands the Incentive requires inspections and measurements of the performance of the measures. Therefore, Applicant agrees to provide access to the Project Site for these purposes to SCE and/or its agents or assigns and the CPUC and/or its agents or assigns.
12. Applicant agrees to release SCE, its affiliates, subsidiaries, parent company, 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 SCE, customer, or any third party; (2) injury to property or other interests of SCE Applicant 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) energy savings shortfall; so long as such injury, violation, or shortfall (as set forth in (1) – (4) above) arises from or is in any way connected with the Project, including any third party's performance of or failure to perform the Project, however caused, regardless of any strict liability or negligence of SCE, its officers, managers, or employees.
13. Funding approved for this Incentive is limited and will be paid on a first-come, first-served basis to qualified applicants. Funds will only be reserved upon SCE's execution of this Application. This incentive offer is subject to the availability of authorized funds.
14. Installation of energy-efficient equipment required for compliance with 2005 Title 24 will NOT qualify for incentives. Energy efficiency improvements beyond 2005 Title 24 requirements or a generally accepted industry standard, where applicable, are eligible for incentives.
15. Specific restrictions may apply to each energy efficiency system, as outlined in the instructions and attached project forms.
16. To be eligible for incentives, Applicant agrees that (s)he will not apply for or receive incentive offered by local or state entities or apply for or receive incentives offered by local or state entities or other utilities for measure covered under the Application.
17. Homes covered under this Application must fully meet Program requirements and a written request for incentive payment must be submitted to SCE within thirty (30) months from the date SCE signs the application or until June 30, 2011, whichever comes first.
18. Incentives greater than \$600 are taxable and will be reported to the IRS unless you qualify under an exempt status. SCE will report your incentive as income to you on IRS form 1099 unless you have marked the "Corporation" or "Exempt" tax status box on the front of this form. You are urged to consult a tax adviser concerning the taxability of incentives. SCE is not responsible for any taxes that may be imposed due to incentive payments.

MULTI-FAMILY ENERGY CONSULTANT APPLICATION TERMS AND CONDITIONS

SCE Agrees To:

1. Provide an incentive for eligible units that qualify for the Program described herein. Once the Application has been accepted (as evidenced by a Letter of Acceptance from SCE), half of the incentive funds will be allocated and paid. The remaining funds will be paid after construction and following inspection approval by SCE. Funds are limited and will be awarded on a first come, first served basis to projects that meet the program requirements.

Multi-Family Energy Consultant Agrees To:

1. The terms specified in the Multi-Family Energy Consultant Application and the terms specified in the CANHP Applications.
2. Provide energy consulting assistance such that the building meets the Low Rise and High Rise Program criteria.
3. Indemnify SCE, its affiliates, subsidiaries, parent company, officers, directors, agents, and employees against all loss, damage, expense, and liability resulting from injury to, or death of persons; and against all injury to property arising out of, or in any way connected with, the performance of this Agreement. Multi-Family Energy Consultant shall, at SCE's request, defend any suit asserting a claim covered by this indemnity.
4. Multi-Family Energy Consultant agrees not to state or imply to homebuyers, builders or others that it is an agent, employee or representative of SCE.

Additional Terms

1. If this Agreement is terminated for any reason, SCE shall not be liable to the Energy Consultant for damages or compensation of any kind.
2. SCE reserves the right to determine eligibility for the life of this Agreement.
3. SCE MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY DESIGN, SYSTEM OR APPLIANCE INSTALLED PURSUANT TO THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. MULTI-FAMILY ENERGY CONSULTANT AGREES TO INDEMNIFY THE SCE, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AGAINST ALL LOSS, DAMAGE, EXPENSE, AND LIABILITY ARISING FROM ANY MEASURES INSTALLED.
4. THIS AGREEMENT SHALL REMAIN IN EFFECT FOR THIRTY (30) MONTHS FROM THE DATE SCE SIGNS THE APPLICATION OR UNTIL JUNE 30, 2011, WHICHEVER COMES FIRST, AND MAY BE EXTENDED AT SCE'S DISCRETION. revisions and/or additions to this project application will expire based on the expiration date of the original application.

5. Buildings covered under this application must fully meet the CANHP requirements.
6. Both funding and the conditions of the CANHP are subject to the jurisdiction of the California Public Utilities Commission (CPUC) and shall be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction. If there are changes in the CANHP, SCE will endeavor, but cannot guarantee, to provide a reasonable period of time before changes go into effect.
7. Multi-Family Energy Consultant understands that should SCE's 2006-2008 CANHP be modified in any way or terminated by order of any government entity, this Agreement shall be revised or terminated consistent with that order.
8. In the event the CPUC withdraws its approval of the Multi-Family Energy Consultant Application or SCE is unable to recover the cost from public goods funds, SCE may terminate this Agreement upon 30 days prior written notice.
9. All Applications are subject to SCE's verification of eligibility and compliance with supplemental program descriptions and requirements to builder. SCE retains final authority to calculate Multi-Family Energy Consultant incentive payments under this Agreement.
10. SCE may assign this Agreement, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without the Multi-Family Energy Consultant's prior written consent, provided SCE remains obligated for payments incurred prior to the assignment. The Multi-Family Energy Consultant may not assign this Agreement and Application, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of SCE.
11. The Application shall be as accurate as possible; inaccuracies can lead to costly and time consuming reprocessing for both the owner/builder/developer and SCE. If the first submittal of an incentive application is rejected, it can be revised and resubmitted no more than twice for a particular project. Resubmittals are due within 30 days of the date of the rejection notice. SCE will process the resubmittal once without additional cost. However, \$ 100.00, representing a portion of SCE's reprocessing costs, will be passed through to the owner/builder/developer and deducted from the total incentive payment for each plan or model if a second resubmittal is processed.

Tax Liability

Incentives greater than \$600 are taxable and will be reported to the IRS unless you qualify under an exempt status. SCE will report your incentive as income to you on IRS form 1099 unless you have marked the "Corporation" or "Exempt" tax status box on the front of this form. You are urged to consult a tax advisor for any taxes that may be imposed due to incentive payments.

