

ACCESS AGREEMENT

This Access Agreement (Agreement) is between Implementer and _____ who is the lawful tenant or owner (Owner) of the location at _____ (Premises). The purpose of this Agreement is for the Owner to provide access and permission to go on the Premises to implement a project. This project involves (*monitoring equipment, installing equipment, field study, collection of data or energy usage data – describe where, what, and how the equipment will be installed; and what the equipment will perform*) _____ (Project). The Project should be complete by _____ (Term).

The parties agree as follows:

- 1. Authority.** Owner certifies it has the authority to enter into this Agreement and grant Implementer access to the Premises. If Tenant, defined as Owner above, represents Tenant has the property owner's permission to enter into this Agreement.
- 2. Notification of Change of Ownership or Occupancy.** Owner intends to maintain the ownership or tenancy of the premises during the Term of the Project. However, in the event it becomes necessary, during the Term Owner sells or rents the Premises to a party not a signatory to this Agreement, the Owner agrees to explain the nature of the Project to all prospective buyers or tenants to continue participation in the Project. Otherwise, this Agreement will be terminated.
- 3. Access.** Owner agrees to provide access to the Premises to Implementer, its subcontractors, Pacific Gas and Electric Company (PG&E), and the California Public Utilities Commission to visit, inspect and carry out the work of this Project. Owner also agrees to direct its employees and contractors to cooperate with the implementation of this Project. Implementer will coordinate coming to the Premises during business hours and at times to minimize any disruptions or inconvenience. Upon completion of the Project, Implementer will leave the Premises in substantially the same condition prior to the Project.
- 4. Equipment Ownership.** If equipment is installed, Owner shall have no ownership, interest or title in the equipment, unless otherwise purchased by the Owner.
- 5. Confidentiality.** The parties agree not to use their names or PG&E, identifying characteristics or photographs for any advertising, sales promotion or publicity without prior the Party's written approval.
- 6. Project Funding.** Implementer is receiving funds from PG&E for this Project, but Parties agree that PG&E is not liable for any losses or damages, including incidental, consequential, indirect, lost profits or special damages, arising from this Agreement.
- 7. Costs.** Unless otherwise agreed, Implementer will bear the actual Project costs.
- 8. Termination.** Either Party can terminate this Agreement at any time and for any reason. Upon termination, Implementer shall be granted access to the Premises to remove any of its equipment or other property. The Project not being complete at termination will result in the

Project incentives being forfeited. The Confidentiality, Release of Liability and Ownership of Information provisions shall survive the Termination of this Agreement.

- 9. Ownership of Information.** Implementer may provide the Owner with information about its findings regarding this Project. PG&E shall have all ownership rights, including exclusive copyright ownership, in all data, reports, research results, summaries, information, or other written, recorded, photographic or visual materials (Information) produced and collected regarding the Project. Owner shall not publish or otherwise distribute any information obtained during the Term without PG&E's prior written consent.
- 10. Release of Liability.** PG&E is not a party to this Agreement. Owner and Implementer agree to waive all claims arising out of or related to this Agreement and the Project against PG&E.. In no event shall PG&E be liable for any incidental, consequential, indirect, or special damages arising from this Agreement or the Project.
- 11. Negligence.** In the implementation of the Project, Owner and Implementer assumes the responsibility for the negligence of their respective employees, contractors, subcontractors and agents and for the claims of third parties resulting from such negligence.
- 12. No Obligation:** Owner is not obligated to purchase any full fee service or other service not funded by the program Project. Funding is done by California utility ratepayers under the auspices of the CPUC. *Los consumidores en California no están obligados a comprar servicios completos o adicionales que no esten cubiertos bajo este programa. Este programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).*
- 13. Availability of Funds:** The Project program funds are available on a first-come, first served basis until depleted.
- 14. General.** This Agreement is binding upon the successors and transferees of the Parties. This Agreement shall be construed in accordance with the laws of the State of California.
- 15. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement.

AGREED AND ACCEPTED:

IMPLEMENTER

OWNER

Signed: _____ Signed: _____

Name: _____ Name: _____

Title: _____ Title: _____

Email: _____ Email: _____

Phone: _____ Phone: _____

Date: _____ Date: _____