TERMS & CONDITIONS

1. Funding for the Comprehensive Affordable Multifamily Retrofits program ("CAMR" or "Program") of the Los Angeles Department of Water and Power (LADWP) is limited and is available on a first come, first served basis until funds are exhausted. Incentive payments are not guaranteed. The total combined incentives and grants for a project cannot exceed the total cost of the project.

   As a condition of receiving CAMR program funds for property upgrades, all Participants agree to maintain the program eligibility requirement of at least 66% of households earning at or below 80% AMI for 10 years from the incentive payment. The LADWP CAMR program staff reserve the right to request proof of ongoing eligibility compliance per the Eligibility Confirmation Form signed by Participants. Participants who are not in compliance will be barred from participating in the CAMR program with additional properties until the Participant demonstrates CAMR compliance. Additionally, Participants agree to notify the LADWP CAMR program staff no less than 30 calendar days prior to the property being transferred to another entity.

   CAMR may be modified, suspended, or terminated without notice.

2. Projects must meet the following requirements to be eligible for CAMR incentives:
   a. Project must be an existing multi-family property with five or more residential units, located within LADWP's service territory, and have an active LADWP electric account in good standing. Both residential and nonresidential spaces, such as hallways, laundry facilities, garages, outdoor spaces, leasing offices, community rooms, and community kitchens, are eligible for improvements and incentives under the Program.
   b. Property must meet affordability requirement of at least 66% of households at or below 80% of Area Median Income and be located in a Disadvantaged Community (DAC) as defined as census tracts throughout California that have been designated and scored by the California Environmental Protection Agency as being at or above the 75th percentile using the methodology in CalEnviroScreen 2.0 and/or CalEnviroScreen 3.0 (or most current version available) for ranking communities burdened by environmental and socioeconomic issues. Properties located outside of a DAC may be eligible to participate with proof of rent regulatory agreement or provision of public assistance program documentation, as defined in the Program Eligibility Confirmation form.
   c. The property, through the LADWP technical assessment, must have the potential for energy improvements that equate to at least 5% electrical energy savings above existing conditions to receive Program incentives. Project-specific waivers may be granted to waive this requirement at the discretion of the LADWP.
   d. Program incentives plus additional leveraged funds (funding from sources other than LADWP incentives) may not exceed the actual cost of the scope of work. If Program incentives plus additional leveraged funds exceed the actual cost of project, the Program incentives will be reduced accordingly.
   e. Incentives are available to participants for the purchase and installation of energy efficiency measures and photovoltaic (PV) systems at the location where the qualifying project is to be installed. All equipment installed must be new. Used, rebuilt, or refurbished equipment is not eligible for incentives.
   f. Estimated energy savings, greenhouse gas reductions and incentives calculated from those savings, will be based on energy efficiency improvements above existing baseline and beyond the minimum current Title 24 requirements, where applicable.
   g. Projects will be evaluated using deemed, calculated and/or other procedures determined solely by LADWP.
   h. Projects must meet all other CAMR requirements as specified in the Program application.

3. "Customer of Record" means the LADWP electric account holder for the Property in good standing. "Owner" means the Property owner of record. "Applicant" means the Owner, the Customer of Record, or an Authorized Customer Representative who is any third party designated in writing by the Customer to act on their behalf. "Participant" means the Applicant and, as applicable, the Customer of Record, Owner, and any Authorized Customer Representative identified in the application. "Program Manager" is the LADWP assigned program administrator.

4. Only the Applicant may submit applications. The Applicant must have authority from the Owner to implement/install measures and to provide LADWP and/or its agents access as required under these Terms and Conditions.

   Applicant understands that submission of a signed CAMR application constitutes acceptance of the Terms and Conditions of CAMR and adherence to CAMR policies and procedures. Applicant further understands that submission of application package does not guarantee participation, nor is it a guarantee of funding availability.

   Applicants to the Program must have authority to contract, and be authorized on behalf of the legal owner of the project site, to implement/install energy efficiency measures. The Applicant's signature on the application indicates such permission has been obtained. Applicant authorizes LADWP and/or its agents or contractors to access the building's energy usage for the previous 12-24 months, monitor energy usage post-retrofit, and to enter the project site for the purposes of conducting an energy survey of the building's common area and individual apartment units, verifying installed measures and evaluating the performance of installed measures. Applicant also agrees to provide his/her consent to share his/her project information with the Program and its authorized agents or contractors. This permission also allows LADWP and/or its agents or contractors to carry out CAMR-related services and/or activities at the project site.

   The CAMR application package may be mailed to:

   LOS ANGELES DEPARTMENT OF WATER AND POWER
   ATTN: CAMR PROGRAM
   111 NORTH HOPE STREET
   ROOM 1057
   LOS ANGELES, CA 90012

   The CAMR application package may also be e-mailed to CAMR@LADWP.com.

   LADWP is not responsible for CAMR applications and/or documents sent to LADWP that are not received, lost, or destroyed in transit.

5. Prior to installation and/or implementation of measures, a completed and signed application along with supporting documents must be submitted and preliminary review completed. Funds will be reserved only upon LADWP approval of the application.

   Incomplete applications and applications submitted without the requisite supporting documents will not be processed or approved.

6. The Applicant is responsible for meeting all program requirements and for compliance with state/county/city governments, property owner and/or homeowner's association regarding local conditions, restrictions, codes, ordinances, rules and regulations prior to installation. Applicant shall obtain any permits required and provide them to LADWP upon request.

7. Applicants are responsible for ensuring that LADWP and/or its agents have reasonable access to its facilities for the purpose of carrying out CAMR-related services and/or activities, including but not limited to:

   a. Pre-installation/implementation verification to examine the existing/baseline equipment and/or conditions to check the accuracy of the Customer's/Authorized Customer Representative's information on existing equipment and/or conditions as listed in the application and/or input forms
   b. Post-installation/implementation verification to check installed equipment and/or implemented measures to verify the accuracy of the Customer's/Authorized Customer Representative's information on proposed equipment and/or measures as listed in the application and/or input forms
   c. Third-party Evaluation, Measurement and Verification (EM&V)

   Applicant represents it has provided any required tenant notices and obtained any required tenant consent or right of entry under applicable law, and Applicant is solely responsible for complying with such requirement.

8. Estimated incentive amounts noted in the CAMR workbook cannot be guaranteed, and may be adjusted based on post-installation/implementation and post-trend data verification, and may also be subject to change, if any project-related information is found to be inaccurate, incomplete, or if the project scope changes at any time before the final project review and incentive payment is made by LADWP.

9. Funds will be reserved for 24 months from the date of the approval of Program Application Part B. Projects not completed within 24 months of the LADWP pre-approval may be cancelled and reserved rebates returned to the program fund.

10. The selection of contractor, engineering firm, vendor, installer, manufacturer, dealer, purchase of materials, work performed and payment thereof is the sole responsibility of the Customer/Authorized Representative. Customer/Authorized Representative waives any claims against LADWP arising out of the installation and/or use of the energy efficient product. LADWP does not endorse, recommend, or guarantee the services, work, materials, products, workmanship, or financial stability of any contractor, engineering firm, vendor, auditor, installer, manufacturer, dealer, or any other party. LADWP will have no role in resolving any disputes between the Customer, contractor, engineering firm, vendor, installer, manufacturer, and/or any other third parties.

11. Customer understands the rebate payments are based on related energy benefits over the life of the product. Customer agrees that if (a) Customer does not provide the Los Angeles Department of Water and Power with 100% of the related energy benefits specified in the rebate form for the life of the product or for a period of five (5) years from receipt of rebate, whichever is less, or (b) Customer ceases to be a customer of LADWP during said time period, Customer shall refund a prorated amount of rebate dollars to LADWP based on the actual period of time for which Customer provided the related energy benefits as an electric customer of LADWP.

12. Applicant will not be eligible to receive any other incentives from any other LADWP or City of Los Angeles incentives for measures or services covered under this agreement.

13. LADWP retains the sole discretion in determining the appropriate values used to calculate the incentive payment amounts. This includes review and analysis of the energy model, inspection findings and, if applicable, measurements and verification data. Incentive payments shall only be paid on rebate measures that exceed program requirements when the application is approved. LADWP reserves the right to modify or cancel the incentive amount if the actual measures installed differ from the measures indicated in Customer's approved application(s).

14. LADWP's determination of the energy savings, greenhouse gas reductions and incentive amount will be final.

15. The CAMR incentive payment(s) are contingent upon the following: final application approval; LADWP has verified incentive calculations and received all required documentation, and LADWP verifications have been completed. LADWP reserves the right to request additional information regarding the location and quantity of equipment installed.

16. CAMR incentive payments shall be based on the rebate rates/schedules in effect at the time the completed CAMR application is approved by LADWP. The total incentive payment is capped at 100% of the total project costs, calculated on a per project basis. CAMR rebate rates/schedules may change without prior notification.

    Savings are based on annualized energy savings as determined by approved CAMR workbook and energy modeling software, reviewed, and accepted by LADWP.

17. As a condition of payment, Customer/Authorized Customer Representative shall submit to LADWP the documents described below. Required documents include but are not limited to:
    a. Completed and signed all required Program application documents
    b. Completed and signed Eligibility Confirmation form
    c. Completed CAMR workbook
    d. Completed energy model and, if applicable, engineering calculations to demonstrate energy savings
    e. Licensing, Prevailing Wage, and Skilled & Trained Labor Workforce Requirement documents
    f. Schematic drawings and/or manufacturer specification sheets
    g. Invoices and/or documentation to support installation costs
    h. Completed and signed CAMR installation report
    i. Completed and signed IRS Form W-9
    j. CAMR Payment Assignment Form, if applicable
    k. Additional Program and project-specific documents as requested by LADWP

18. All costs, materials and labor, will be reviewed for reasonableness by the Program Manager referencing RSMeans construction software cost estimates. Only reasonable costs incurred for the implementation of the prescribed measures will be approved for payment by the Program.

19. Incentives are taxable, and if cumulatively greater than $600, will be reported to the IRS. LADWP is not responsible for any taxes that may be imposed on a party as a result of the receipt of this incentive payment.

20. Incentive payments are paid to LADWP Customer of Record. LADWP shall determine whether to grant a customer request to assign incentive payment to a third party as defined within the CAMR Payment Assignment Form.

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22. LADWP's and/or its consultants' review of the design, construction, operation or maintenance of the project or energy efficiency measures (EEMs) shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the project EEMs, nor shall the Customer/Authorized Customer Representative, in any way, make such a representation to a third party. Customer/Authorized Customer Representative and its contractor/engineering firm/vendor/installer is solely responsible for the economic and technical feasibility, operational capability and reliability of project EEMs. LADWP makes no warranty, whether statutory, expressed or implied, of merchantability or fitness of EEMs for any particular purpose.

23. The selection, purchase, and ownership of products and equipment are the Customer's/ Authorized Customer Representative's responsibility and LADWP does not endorse or recommend any particular product, equipment manufacturer, installer or system design. LADWP makes no warranty, expressed or implied, of merchantability or fitness for any particular purpose, use or application of products and equipment. LADWP makes no representations as to safety, reliability, and/or efficiency of the equipment selected or any of the components thereof and the Customer/Authorized Customer Representative waives any claim against LADWP for any reason whatsoever arising out of the implementation of the EEMs.

24. Customer/Authorized Customer Representative/Contractor, at their own expense, shall obtain and maintain all licenses and permits required by federal, state, local, or other governing agency. Any failure by the Customer/ Authorized Customer Representative/ Contractor to obtain and/or maintain the necessary licenses and permits constitutes a material breach of contract under the Program.

25. The Customer/Authorized Customer Representative shall not use LADWP'S corporate name, trademark, trade name, logo, identity or any affiliation for any reason, without LADWP'S prior written consent. The Customer/ Authorized Customer Representative shall make no representations on behalf of LADWP.

26. Disclaimer and Limitation of Liability:

    The Customer/Authorized Customer Representative understands that LADWP makes no representation or warranty regarding manufacturers, dealers, contractors, materials or workmanship for any project work performed. The Customer/Authorized Customer Representative also understands that LADWP makes no warranty whether expressed or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products or measures.

    LADWP, its Board Members, the City of Los Angeles, and their respective officers, directors, employees, agents, (collectively, the "LADWP Parties") shall not be liable for any damages or injury to person or property or resulting from the loss of use thereof, which damage or injury is sustained by The Customer/Authorized Customer Representative or by any other customer parties, based on, arising out of, or resulting from, any cause whatsoever, including any due to the project purpose, use, application, design or measures or any other portion of the Property becoming out of repair due to the occurrence of any accident or event in or about the project area(s) or any other portion of the Property. As a material part of the consideration for participation in the program, The Customer/Authorized Customer Representative agrees that in no event shall the LADWP Parties have liability to The Customer/Authorized Customer Representative, or anyone else, for any loss, claim, damage or injury of any nature whatsoever including lost business or revenues or for indirect, consequential, incidental, punitive or special damages regardless of the theory of liability, tort, warranty, or breach arising from or related to any project work performed.

27. By applying for an LADWP incentive and/or program, personal information provided may be subject to public disclosure by requesting parties, pursuant to the California Public Records Act.

28. Applicant must ensure that his/her installation contractors meet the following requirements: Contractors installing the work in the Approved Scope must hold and maintain 1) Appropriate contractors' licenses required by the State of California Contractor's License Board to perform the class and type of work required, 2) General Liability and Worker's Compensation Insurance, and 3) a Business License if required in the jurisdiction where work is to be performed. The Applicant must also ensure that its contractor requires any and all subcontractors meet the same requirements. The Applicant must certify the improvement and installation has complied with all applicable permitting requirements.

29. All work receiving incentives through CAMR must meet the following contractor requirements in order to be eligible:
    a. C-10 Licensing Requirements - Pursuant to existing California law, a contractor must possess a C-10 electrical license to perform electrical work. Electrical work is defined as the placement, installation, commissioning, testing, programming, erection or connection of any electrical wires, fixtures, appliances, apparatus, raceways, conduits, transmission lines, solar photovoltaic cells or any part thereof, or any upgrade thereto; which generates, transmits, transforms, stores or storage used to integrate eligible renewable resources, add/or utilizes electrical energy, regardless of form or purpose, and regardless of voltage; as well as electrical energy efficiency, which includes but is not limited to: all lighting work, all advanced lighting controls including third party certification, California Advanced Lighting Control Training Program {also known as "CALCTP"}, all building controls and automation, energy and electric technology related to metering, sub-metering and/or systems related to or regarding demand response.
    b. Prevailing Wage - All electrical work shall be paid at the Inside Wireman rate in effect at the time the work is performed as listed by the State of California Department of Industrial Relations. Electrical work is defined above.
    c. Skilled & Trained Labor Workforce Requirements - For projects consisting of 65 or more units:
        i. All electrical workers must be Skilled Journeypersons (SJP) or DAS-registered apprentices
        ii. At least 60% of the electrical skilled journeypersons employed to perform work on the project by the Contractor or its subcontractors at every tier must be graduates of an apprenticeship program for the applicable occupations

30. All work must be in full compliance with the requirements of applicable laws, rules and regulations of authorities having governmental and regulatory jurisdiction. The Applicant or any Contractor carrying out installation of measures under this program shall remove and dispose of any and all equipment or materials that are replaced or removed in accordance with all applicable laws, rules and regulations. Eligible energy efficiency improvements must be compliant with the minimum performance specifications provided by the Program. Any losses of equipment are not the responsibility of the Program and the Program will only provide incentives for the costs associated with the newly installed equipment.

31. COMBUSTION SAFETY REQUIREMENTS: If, during the course of the Assessment of the project or building(s), and/or performing and verifying the installed measures, LADWP and/or its agents or contractors encounter or detect the presence of natural gas or other hazardous materials at, in and/or near a Combustion Appliance, the local Gas Utility may shut off gas service in tenant units or common areas until the Hazardous Condition is remediated by Applicant at Applicant's sole cost and expense. Applicant and its contractor(s) will be required to promptly stop any further work on

the project (if underway at the time the Hazardous Condition is detected Applicant, its contractor(s) and/or representative will not resume any work on the project until the hazardous condition has been removed, disposed of, abated or remediated in compliance with all applicable laws, rules, and regulations and to the Gas Utility's reasonable satisfaction.

32. HEALTH AND SAFETY: The Applicant accepts the responsibility that the property is compliant with all health and safety standards (including law requiring installation of CO alarm). The Applicant must certify that all combustion safety related required repair actions identified during the post-installation site visit have been addressed and take responsibility and future liability for all hazards identified during the pre- and post-installation site visits. The Program will not be liable for damage to occupants or other parties as a result of products or equipment installed by the Participant's contractors as part of participating in the Program.

33. BENCHMARKING: Per California AB 802: Building Energy Use Benchmarking and Public Disclosure, Applicant hereby authorizes the LADWP and/or its agents or contractors to act as an authorized agent to access utility data. Applicant agrees to provide a copy of one electric and gas utility bill for each common area account to facilitate this process. Aggregated tenant energy data will also be requested from utility provider(s), as made possible by CA AB 802 (2015): Building Energy Use Benchmarking and Public Disclosure Program. Applicant will provide LADWP and/or its agents or contractors with access to whole building energy use data for the property through a link to the U.S. Environmental Protection Agency's ENERGY STAR Portfolio Manager online utility tracking software platform. If the project is installing solar PV, participant will monitor solar energy generation with a third-party platform and share log-in access to this data with LADWP and/or its agents or contractors.