



333 W El Camino Real, Suite 330 | Sunnyvale, CA 94087 | [SVCleanEnergy.org](http://SVCleanEnergy.org)

## FutureFit Homes Rebates Participant Agreement

This Participant Agreement ("Agreement") between Silicon Valley Clean Energy ("SVCE") and "Applicant" outlines the Terms and Conditions of the FutureFit Homes Program ("Program") offered by SVCE. Please keep a copy of this document for your reference. Appliances eligible for rebates are listed in the [Appliance Specifications](#) document. Rebates are available on a first-come, first-served basis.

### Applicant Acknowledgements and Certifications

1. The location where the appliance(s) will be installed is associated with an active SVCE account that is in good standing.
2. The location where the appliance(s) will be installed is a single-family home, accessory dwelling unit (ADU), or multi-family building (4 units or fewer) located in one of the 13 communities in Santa Clara County that SVCE serves. (See Jurisdictions at bottom of page)
3. I am eligible to receive one rebate for each appliance listed in the Appliance Specifications if installing appliance(s) in a single-family home, accessory dwelling unit (ADU), or multi-family unit; or one rebate for each appliance listed in the Appliance Specifications for each unit of a small multi-family building (4 units or fewer). ADU must be inhabited year-round, not used for short-term rentals.
4. I understand that I am eligible to receive the CARE/FERA rebate adders only for residences that have a PG&E account in my name and are enrolled in California Alternate Rates for Energy Program ("CARE") or Family Electric Rate Assistance Program ("FERA").
5. I will comply with PG&E service or panel upgrade or gas meter removal requirements, if applicable.
6. I will comply with all permitting and inspection rules and regulations for the installation set by the local Authority Having Jurisdiction.
7. Only eligible appliances, as listed in the Program's Appliance Specifications, qualify for Program rebates.
8. After installation of the appliance(s), I agree to keep the appliance(s) installed and operational for a minimum of five (5) years.
9. I agree, at mutually agreeable times, to provide SVCE and its authorized representatives access to the property for verification of appliance operation or other follow-up activities for two (2) years from receipt of rebate funds.
10. I agree to participate in Program online surveys, upon email request, and to respond to the communications regarding the Program.
11. I agree to provide testimonials or interviews, provide visual materials (photos, videos, etc.), allow a photo of the appliance(s) to be taken, and contribute to other marketing and promotional activities related to the Program.
12. I understand that after installation, the property owner is the owner of the appliance(s).
13. I understand that eligible appliance(s) includes gas or electric resistance appliance(s) upgraded to an electric heat pump version during a simple swap-out of appliance(s) or during any scale of remodel/renovation. Installations at new construction (where there is no existing gas service/infrastructure to the building) do not qualify, such as new subdivisions or detached accessory dwelling units ("ADUs").
14. I understand that all rebate add-ons, including panel upgrade, pre-wiring, or gas meter removal incentives, must be paired with a heat pump water heater (HPWH) or heat



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- pump space heating and cooling system (HP) installation in order to be eligible.
15. I understand that I will receive a reduced HPWH rebate if applied for after receiving a HPWH pre-wiring adder rebate. I also understand that the Program's main service panel rebate cannot be layered with the Storage Assistant panel rebate.
  16. I intend to continue to receive SVCE's generation service at the location where the appliance(s) is to be installed for a minimum of five (5) years from the date of installation.
  17. I understand that the appliance(s) installed in this Program must be new and cannot have been in operation prior to this installation.
  18. I understand that I must remove the original gas appliance if upgrading to a HPWH or HP system in order to receive the rebate. Dual fuel sources void eligibility.
  19. I understand that I must submit proof of project costs, photos of the newly installed appliance(s) (including pre-wired circuits), documentation of gas meter removal, and the final permit document signed and dated by the city or county (whichever is the relevant jurisdiction) inspector in order to claim the rebate. All information and documentation must be submitted prior to SVCE issuing the rebate.
  20. I understand I am solely responsible for all costs associated with the installation of the appliance(s) beyond the rebate amount. SVCE will not pay for installation costs or any upgrades to electrical system or any other costs required to install the appliance(s) in excess of the rebate amount. I also understand that if the appliance(s) and installation costs are less than the rebate amount, the rebate paid to me will not exceed the appliance(s) and installation costs.
  21. I understand that other than the rebate, I will not receive payment or compensation for participation in the Program.
  22. I understand that the rebate may be made payable directly to the contractor that installed the appliance(s).
  23. I understand that I may receive rebates from other entities for the same appliance and, if so, that SVCE's rebate amount may then be reduced.
  24. I understand that SVCE's rebate may be considered income and may be taxable. SVCE is not responsible for any tax liability or determining whether a tax liability exists.
  25. I understand that only appliance(s) with the start-of-installation date occurring after I have received my reservation number are eligible for a rebate.
  26. I understand that my rebate reservation is active for 120 days and that if my project is not completed within that timeframe, rebate funds may no longer be available.
  27. This Agreement is personal to Applicant. I understand that I may not assign or transfer rights or delegate obligations under this Agreement.
  28. I understand that SVCE makes no representations or warranties, express or implied, regarding the design, construction, installation, reliability, performance, operation, maintenance, or any use of the appliance(s) discussed, selected, rejected, purchased or otherwise considered by me. SVCE hereby expressly disclaims all warranties, whether express, implied, oral or written, statutory or otherwise, regarding any subject matter of this Agreement. Any decisions regarding the selection, design, purchase, installation, use, and operation of any product or appliance(s) or consideration or selection of any installer or contractor shall be at the sole discretion and are my sole responsibility.
  29. I understand that SVCE and its authorized representatives shall not be liable for personal injury, property damage or other liabilities arising out of or in any way related to the installation or use of the appliance(s), nor for any special, incidental, indirect, consequential or secondary damages, or for the loss of profit, revenue, or data even if SVCE and its authorized representatives shall have been advised of the possibility of such potential loss or damage.
  30. I understand that SVCE reserves the right to modify or terminate this Program, in whole or in part, at any time and for any reason without prior notice.



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31. I understand that SVCE may waive any sections in the Agreement at its sole discretion.
32. I understand that SVCE or its authorized representatives may access data records in order to evaluate and measure the efficacy of the Program. Data may include historical and future utility data, historical and future billing data, electricity consumption data, demographic data, survey data, permit data, and data associated with the cost and process of installation. All data will be held confidentially and will be used by the SVCE or its authorized representatives for Program operation and analysis purposes only. I understand that SVCE will aggregate and anonymize my data for the purposes of publishing case studies and reports to facilitate the advancement of building decarbonization.
33. I understand that the terms and conditions set forth in this Agreement apply for all application packages submitted on or after January 26, 2023. If I fail to comply with this Agreement, as determined by SVCE, I agree to repay the award in an amount determined by SVCE within 30 days of written notice by SVCE.
34. I understand that this Agreement shall be interpreted and enforced in accordance with the laws of the State of California, with venue in Santa Clara County, without reference to its principles on conflicts of laws.
35. I agree that except as expressly set forth to the contrary herein, I assume all risks, known and unknown, associated with and arising out of the appliance(s), installation and use of the appliance(s), and the contractor installer's, SVCE's and its authorized representatives' performance of obligations under this Agreement.
36. I expressly waive all claims and release SVCE and its authorized representatives therefrom that I may have or in the future may obtain against SVCE and its authorized representatives and agree further to hold SVCE and its authorized representatives harmless and to indemnify same against any and all claims brought against them arising from or in any way related to the appliance(s), its installation or use, and SVCE and its authorized representatives performance under this Agreement, excepting only such claims as may arise from their sole negligence or willful misconduct. I expressly waive the provisions of California Civil Code section 1542, which provides:  
"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
37. I certify that the information that I have supplied to SVCE is true, accurate and complete and that I will inform SVCE if any information changes.
38. I certify that I have not received a SVCE rebate for the same appliance before.
39. I certify that I have determined that it is feasible to install and operate the appliance(s) and participate in the Program and that I obtained necessary permission to install and operate the appliance(s) and participate in the Program from all necessary parties, including, but not limited to, any property owner, property manager, and/or homeowners association.
40. I certify that I am authorized to submit this Application on behalf of the project listed herein.
41. I have thoroughly and carefully read and understand and agree to these FutureFit Homes Terms and Conditions set forth in this Agreement.