



Thanks to abundant land and resources, as well as the innovative and entrepreneurial nature of its farming industry, California enjoys the most successful agricultural economy in the country.¹ New developments in energy-efficient equipment and technology may help the industry grow even further. The Agricultural Energy Efficiency (AgEE) Program can help you be a part of this growth.

INCENTIVES AND FINANCING

By helping you find the right energy efficiency solutions and upgrades, we simplify the process of improving your growing and on-site processing and drying facilities. We offer valuable incentives and support in obtaining additional grants and financing to make your upgrades more affordable—helping you save now and in the future.

ELIGIBILITY REQUIREMENTS

Qualifying businesses must be listed under North American Industry Classification System (NAICS) Code 11 and have an active service account with SoCalGas. Processing and drying facilities must be co-located with growing operations to qualify for incentives. In addition, businesses must not have received an incentive from SoCalGas for the same equipment within the past five years.

GENERAL EQUIPMENT REQUIREMENTS

- All equipment must be new, natural gas-fired equipment. Fuel switching does not qualify.
- Qualifying equipment must be purchased and installed between January 1, 2022, and December 31, 2022. In addition, the purchase date of the equipment must be within the calendar year that the application is submitted unless indicated otherwise.
- All required efficiencies must exceed Title 20 and 24 standards.²
- Equipment must meet the program's technical specifications. Your account manager will provide guidance on measure-specific information.

LEARN MORE

For questions and support, contact our team.

P: **844-523-9981**

E: **AgEE@CAEnergyPrograms.com**

For more information, visit:

CAEnergyPrograms.com/AgEE

ICF is a SoCalGas authorized contractor responsible for implementing this program through 12/31/2023. Some services will be completed by representatives of EnSave and ERI, authorized subcontractors of ICF.



¹California Department of Food and Agriculture, *California Agricultural Statistics Review 2019-2020* (www.cdffa.ca.gov/Statistics/PDFs/2020_Ag_Stats_Review.pdf)

²Title 20 refers to Appliance Efficiency Regulations; Title 24 outlines Building Energy Efficiency Standards. Please visit the California Energy Commission at energy.ca.gov for more information.

PROGRAM ENROLLMENT FORM

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SoCalGas Account Number

Business Name

Business AddressCityStateZIP

Type of Business (e.g., dairy, poultry, cannabis)

Authorized RepresentativeTitle

Contact EmailContact Phone Number

Business Pay Tax Information (check one) Individual Corporation

How did you hear about the Program? Postcard Email Internet Ag Industry Event or Organization Other

Are there any bio-security issues related to visitors at your farm? Yes No

Authorized SignatureDate

I have read and understand the terms and conditions. I certify that the information I have provided is true and correct and the products for which I am requesting a rebate meet the requirements listed on the rebate products form and specification sheet.

The Agriculture Energy Efficiency Program is funded by California utility customers and administered by Southern California Gas Company (SoCalGas) under the auspices of the California Public Utilities Commission. ICF provides marketing support for this program pursuant to a contract awarded to ICF by SoCalGas. Program funds, including any funds utilized for rebates or incentives, will be allocated on a first-come, first-served basis until such funds are no longer available. This program may be modified or terminated without prior notice. The selection, purchase, and ownership of goods and/or services are the sole responsibility of customer. **SoCalGas makes no warranty, whether express or implied, including the warranty of merchantability or fitness for a particular purpose, of goods or services selected by customer. SoCalGas does not endorse, qualify, or guarantee the work of any third-party contractor utilized in connection with this program.** Customers who choose to participate in this program are not obligated to purchase any additional services offered by any such contractor. Eligibility requirements apply; see the program conditions for details.

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TERMS AND CONDITIONS

1. I understand that (a) the Agriculture Energy Efficiency (AgEE) Program (Program) is available to all SoCalGas agricultural customers that hold an active service account and are classified under Sector 11 of the North American Industry Classification System (NAICS), and (b) agriculture processing facilities must be co-located with growing operations to be eligible to participate in the Program.
2. I represent that (a) I am an eligible SoCalGas agriculture customer, (b) that I have installed the energy-efficiency equipment specified for my project (Project) in the Program's online application system (Equipment) between January 1, 2022 and December 31, 2022, for use in my agriculture facility and not for resale or otherwise, (c) the date of purchase of such Equipment is within 18 months of its installation date, and (d) I would not have purchased the Equipment at this time if the Program had not offered a monetary rebate/incentive. I understand that this application and the paid itemized invoice must be received through the Program's online application system no later than December 31, 2022, unless otherwise specified by an authorized Program representative. I understand that incomplete and incorrect applications will not be processed. Applications can be submitted directly to the Program's online application system; via email to: AgEE@CAEnergyPrograms.com; or by postal mail to: AgEE Program, c/o ICF, 555 W 5th St. Ste 3100, Los Angeles, CA, 90013. Applications submitted by email or postal mail will be entered into the online application system by the Program's application processing team.
3. I understand that the installation of the Equipment may require ICF Resources, LLC ("ICF") and/or its subcontractors to enter my facility. I agree to permit ICF and its authorized subcontractors to complete an energy survey and install the Equipment at my facility, as applicable. I will notify ICF of any biosecurity issues or hazards present at my facility.
4. I acknowledge that I have been notified of SoCalGas's California Consumer Privacy Act (CCPA) Policy. Personal information may be solicited; visit socialgas.com/CCPA to review SoCalGas's CCPA Notice at Collection.
5. I will allow, if requested, a representative from SoCalGas, ICF, the California Public Utilities Commission (CPUC), and/or any authorized third party reasonable access to the property where the Equipment is located to verify the installed Equipment before a rebate/incentive is paid.³ I understand that SoCalGas, ICF, CPUC and/or any authorized third party may contact the qualifying Equipment vendor and/or installer to verify purchase and/or installation of the Equipment and may provide my name and/or address to complete this verification. I understand this inspection is for the purpose of determining that the installed Equipment meets all Program requirements.

I understand that rebate/incentive applications that are submitted to SoCalGas may be randomly selected for inspection to ensure Program and quality control compliance, and that a virtual video inspection may be requested to verify the installation of the Equipment prior to rebate or incentive payment.

6. I understand that my Project may be selected for evaluation studies and or Program measurement by contractors appointed by the CPUC. These studies are used to analyze and improve Program performance. I agree to participate by responding to inquiries from these contractors in a timely manner.

7. I understand that in no case will the Program pay more than 100 percent of the actual purchase price of any Equipment for which a rebate or incentive is eligible or the maximum allowance per unit, whichever is less. For the purposes of this paragraph, "purchase price" means the cost of the Equipment plus actual and verifiable installation labor charges paid by the customer to the installer of such Equipment, it being understood that customers who self-install shall not charge installation labor. Sales taxes are not included in the Equipment purchase price.

I understand that I cannot receive a rebate or incentive for the same Equipment from more than one California Investor-Owned Utility (IOU) participating in this Program or other third-party programs offering rebates, financing, and other incentives funded by the CPUC. I understand that I cannot receive a rebate or incentive for any Equipment for which I have received a rebate or incentive from SoCalGas in the five years prior to the application date.

8. I agree to remove and dispose of the equipment being replaced by the Equipment in accordance with all federal, state, and local laws.
9. I certify that the information on this application is true and correct, and that the IRS Tax ID provided is accurate. I understand that rebate/incentive payments are based on related energy benefits over the life of the Equipment. I agree to maintain the energy-efficient measure(s) specified in this application for the life of the Equipment or a period of five (5) years from receipt of rebate/incentive funds, whichever is less. If the above ceases to be the case, I shall refund a prorated amount of rebate/incentive dollars to SoCalGas based on the actual period of time for which I provided the related energy benefits as a customer of SoCalGas. I understand that this Program or individual measures offered as part of this Program may be modified or terminated without notice.

I certify that all Equipment was purchased new, and I understand that resale products and products leased, rebuilt, rented, received from insurance claims, or won as a prize; or, new parts installed in existing products, do not qualify. I understand rebates or incentives will only be paid for Equipment that meets the specifications of the Program.

10. I understand that rebates or incentives could be taxable, and that I am urged to consult my tax advisor concerning the taxability of any rebates or incentives paid through this Program. Rebates or incentives greater than \$600 will be reported to the IRS on Form 1099 unless I am a corporation or have tax exempt status and have noted as such in this application. Neither SoCalGas nor ICF are responsible for any taxes that may be imposed on me or my business as a result of the receipt of a rebate or incentive.
11. **SoCalGas makes no warranty, whether express or implied, including the warranty of merchantability or fitness for a particular purpose, of goods or services I select (including the Equipment). SoCalGas does not endorse, qualify, or guarantee the work of any contractor utilized in connection with this Program. I acknowledge that I am not obligated to purchase any additional goods or services offered by any such contractor due to my choice to participate in this Program. I understand that my reliance on warranties is limited to any warranties that may arise from or be provided by contractors or vendors providing goods or performing services in connection with Equipment. Neither SoCalGas nor ICF are responsible for assuring the design, engineering, or construction of the facility or installation of the Equipment are proper or comply with**

³Please reference items 11 and 12.

TERMS AND CONDITIONS (Continued)

any particular laws (including patent laws), codes, or industry standards. Neither SoCalGas nor ICF make any representations of any kind regarding the results to be achieved by the Equipment or the adequacy, safety, reliability, and/or efficiency of such Equipment. The selection, purchase, and ownership of the Equipment are my sole responsibility.

12. **To the maximum extent permitted under applicable law, neither SoCalGas nor ICF shall be liable to me or any other parties for any indirect, special, consequential, or incidental damages, regardless of the theory of recovery, caused by, in connection with, or arising from any activities associated with this Program.**
13. Neither SoCalGas nor ICF shall have (a) any obligation to maintain, remove, or perform any work whatsoever on the installed Equipment, or (b) any liability arising from a contractor's installation of the applicable Equipment or its failure to perform, for failure of the Equipment to function, for any damage to my premises caused by the contractor, or for any damages to property or injuries to persons caused by the Equipment.

Important: In accordance with CPUC Code section 399.4(b), the customer or their contractor must provide proof of permit closure when installing HVAC equipment. I acknowledge that I must provide documentation completed and signed by a licensed contractor when applying for rebates or incentives on HVAC Equipment.

14. This Program (including these Terms and Conditions) may be revised at any time without notice. In such an instance, unless otherwise prohibited under applicable law (including any CPUC order or directive), signed applications will be processed to completion under the Terms and Conditions in effect of the date of such signed application.
15. ICF is a SoCalGas authorized contractor responsible for implementing the AgEE Program through December 31, 2023.