







# CLEAResult



Pacific Gas and Electric Company

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).

7. Availability of Funds: This program is available on a first-come, first served until allocated funds are depleted. This Program may be modified or terminated without notice.

**BOTH PARTIES AGREE:**

1. Incidental and Consequential Damages: NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
2. Term of Agreement. The term of this Agreement is from January 1, 2015 to December 31, 2015.
3. Termination. Either Party shall have the right to terminate this Agreement at any time. In the event of termination, Implementer shall be granted access to the Facility in order to remove the Equipment. Furthermore, the provisions of this Agreement regarding use of names and ownership (clauses 5, 11 and 15) shall remain in force following termination.
4. Ownership of Information. Implementer may provide the Owner with information about its findings regarding this Project, but Implementer 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 (hereinafter "Information") produced and collected during the term of this agreement.
5. General. This Agreement shall be binding upon and inure to the benefit of any successors, transferees, heirs and assigns of the Parties. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of laws of another jurisdiction.
6. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement.
7. If Tenant. If the Facility is under lease, the Owner's tenant who controls the Facility, by executing this agreement, assumes the rights and obligations of the Owner hereunder.

AGREED AND ACCEPTED:	
IMPLEMENTER	CUSTOMER
CLEAResult	
<b>SIGN HERE</b>	<b>SIGN HERE</b>
Corey Grace	Colleen Cross
Name (print) Program Director	Name (print) District Superintendent
Title 60 Stone Pine Road, Suite 100	Title P.O. Box 87
Mailing Address Half Moon Bay CA 94019	Mailing Address Point Arena CA 95468
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Contact E-mail (650) 726-7772	Contact E-mail 707-882-2803
Contact Phone	Contact Phone 3/12/2015
Date	Date

This program is funded by California utility customers and administered by PG&E under the auspices of the California Public Utilities Commission.

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