



SoCalGas Innovative Kitchen Management Application Test and Learn Project

Section 1: Overview and Summary

This document sets forth the terms and conditions that apply to your participation in the SoCalGas Innovative Kitchen Management Application Test and Learn Project ("SoCalGas K-MA Project"). As set in Sections 2 through 5 hereof, additional terms and conditions shall apply depending on which aspects of the SoCalGas K-MA Project you participate.

In order to qualify for and receive the full amount of \$500 dollars and qualifying restaurant appliance rebates as a result of your participation in the SoCalGas K-MA Project, you must: a) meet the SoCalGas K-MA Project eligibility requirements, as further described below; b) accept and sign the acceptance waiver forms provided; c) agree to have installed a minimum of five sensors and one gateway by a SoCalGas certified installer in your commercial kitchen; d) receive email and/or alert notifications from SoCalGas; e) stay enrolled in SoCalGas K-MA Project through August 2, 2022; and f) set monthly savings goals and achieve the overall goal established by August 2, 2022 (a period of one year).

This SoCalGas K-MA Project is administered by Southern California Gas Company (SoCalGas®) under the auspices of the California Public Utilities Commission. 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. Participating customers can terminate participation in the program at any time by contacting SoCalGas at 562-803-7323 or ercfoodsvc@socalgas.com (attention K-MA).

Terms and Conditions

To participate in the SoCalGas K-MA Project, you must agree to and comply with each of the following terms and conditions (in addition to those other terms and conditions set forth in Sections 2 through 6 hereof, as applicable):

To be eligible to receive the initial amount of \$250 and qualifying restaurant appliance rebates, I understand that I must: a) have received an invitation to participate from SoCalGas for a specific SoCalGas service address or bill account; b) accept the invitation by completing, signing, and submitting, no later than the time frame set forth below in Item 7, the acceptance waiver forms provided; and c) agree to a SoCalGas certified installer to place a minimum of five sensors and one gateway in the commercial kitchen facility.

1. Agree to receive email and/or alert notifications from SoCalGas through August 2, 2023.
2. If I received an invitation to participate through a letter, email, or other types of communication from SoCalGas, I understand my eligibility is limited to the service address or bill account designated in the notification.

3. To be eligible to receive an additional \$250, I understand that I must: a) set my monthly and overall energy savings goals in the dashboard provided by SoCalGas; b) achieve the overall goal established by August 2, 2022; and c) stay enrolled in the program through August 2, 2022.
4. To qualify to earn appliance rebates associated with the SoCalGas K-MA Project, I understand that I must also: a) currently be a SoCalGas restaurant commercial customer; b) complete, sign, and submit, not later than the time frame set forth below in Item 7, the acceptance waiver/invitation forms; c) have a minimum of five active sensors and one gateway installed; and d) have an activated advanced meter installed at the eligible service address.
5. I understand that, for purposes of the SoCalGas K-MA Project, an “activated advanced meter” is one that has been installed at my business by SoCalGas, and that has been tested, validated, and activated for natural gas usage measurement and billing purposes by SoCalGas in accordance with SoCalGas’ standard practices and procedures.
6. I understand that if I do not have an advanced meter installed at my business, and/or if I’m enrolled in the Advanced Meter Opt-Out Program, I will not be eligible to participate in the SoCalGas K-MA Project.
7. I understand that my completed and signed SoCalGas K-MA Project acceptance and/or waiver forms, including provision of my email address, must be received no later than 12:00 AM Prevailing Pacific Time, September 30, 2021, to be eligible to receive the offers, incentives, and rebates associated to the SoCalGas K-MA Project.
8. I understand that I will be eligible to receive the initial \$250 six months after the date of sensor and gateway installation and activation.
9. I understand that to remain eligible to receive the additional \$250, I must achieve my monthly energy savings goal for a period of one year.
10. I understand that SoCalGas does not guarantee the reliability of the delivery of SoCalGas email and/or alert notifications sent to me via email or SMS, as they may be delayed or undeliverable to me for reasons beyond SoCalGas’ control. As a participant of the SoCalGas K-MA Project, I understand it is my responsibility to ensure that SoCalGas has my most current contact and other documentation and information as may be required by the SoCalGas K-MA Project.
11. I understand that for purposes of the SoCalGas K-MA Project, holidays are defined as New Year’s Day (January 1), Presidents’ Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25). When any holiday listed above falls on Sunday, the following Monday will be recognized as a holiday. No change will be made for holidays falling on Saturday.
12. I understand that if, due to conditions or reasons beyond SoCalGas’ control, all or part of my account’s advanced meter usage data cannot be obtained, or if for any reason accurate meter data is not available, SoCalGas will make estimates in a manner consistent with its standard practices and procedures.
13. I understand that I will not earn the initial \$250 if I a) do not allow the installation of the minimum five sensors and one gateway at the specific SoCalGas location and bill account; and b) cancel participation within six months from the date of sensor installation.
14. I understand that the SoCalGas K-MA Project term is from August 2, 2021, through August 2, 2023, and may end sooner if allocated funds as authorized by the California Public Utilities Commission are depleted prior to August 2, 2023.

15. I understand that the funding for the SoCalGas K-MA Project is limited as outlined above, and that my incentive and rebate amount may be capped at the point and time at which funding is fully allocated, if such circumstances arise.
16. I understand that all SoCalGas K-MA Project enrollments are processed on a first-come, first-served basis, until funds are depleted. If I am interested in participating, I must confirm acceptance by signing all the associated waivers and other documentation as required by SoCalGas and scheduling the minimum of five sensors and one gateway installation as soon as it is available. INCOMPLETE sensor and gateway installation and/or savings goal completion WILL NOT BE PROCESSED and will not be eligible to receive cash offers associated with the SoCalGas K-MA Project.
17. I understand that SoCalGas K-MA Project incentive checks are generally mailed six to eight weeks following the conclusion of sensors and gateway(s) installation or the completion of the one-year savings goal.
18. To the maximum extent permitted by applicable law, I waive all claims against SoCalGas, its parent company, affiliate companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SoCalGas in connection with my participation in the SoCalGas K-MA Project (including those aspects of the SoCalGas K-MA Project set forth in Section 2 through 5 below). Without limiting the generality of the foregoing, to the maximum extent permitted by applicable law, none of such parties shall be liable hereunder for any type of damages, whether direct, indirect, incidental, consequential, exemplary, reliance, punitive, or special damages, including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.
19. I understand that I am responsible for meeting all SoCalGas K-MA Project requirements.
20. I understand SoCalGas K-MA Project (including any portion thereof) may be modified or terminated without prior notice.

Section 2: Commercial Kitchen Diagnostic Terms and Conditions

The Commercial Kitchen Diagnostic Terms and Conditions applies to commercial restaurant customers that participate in the Commercial Kitchen Diagnostic as part of their participation in the SoCalGas K-MA Project.

To qualify for the Commercial Kitchen Diagnostic, you must agree to and comply with each of the terms and conditions stated in Section 1 above as well as each of the following terms and conditions, as set forth in this Section 2:

1. I understand that I must: a) have received a notification of eligibility to participate in the Diagnostic Offer from SoCalGas for a specific SoCalGas service address or bill account; b) have accepted and signed all waivers associated to the appliance diagnostic to be performed by SoCalGas Customer Service Technician and; c) stay enrolled in this program through August 2, 2023.
2. I understand that I will be eligible to receive an offer of up to \$1,000 to be used to replace broken and/or inefficient parts associated with my kitchen natural gas appliance(s) provided that a SoCalGas Commercial Service Technician will perform the repair and only such technician can determine that such part(s) must be replaced.
3. I understand such repairs are limited to natural gas appliances associated with my SoCalGas service address or bill account.
4. I understand that the amount of up to \$1,000 natural gas appliance parts replacement check is limited to natural gas range, fryer, grill (charbroiler), convection oven, griddle, wok range, salamander, and storage or tankless water heater located in my SoCalGas service address or bill account.

5. I understand that I must authorize the SoCalGas Commercial Service Technician to repair any of the natural gas appliances listed needing repairs: natural gas range, fryer, grill (charbroiler), convection oven, griddle, wok range, salamander, and storage or tankless water heater. Any repairs performed by SoCalGas is covered by a 90-day parts and labor warranty.
6. I understand that the amount of up to \$1,000 parts replacement funding is nontransferable and must be used only at the eligible participating SoCalGas service address or bill account associated with the SoCalGas K-MA Project.
7. I understand that after the SoCalGas Commercial Service Technician performs the appliance repair and replaces the part(s) at the SoCalGas service address and/or bill account, that I will see the cost of the replacement on my bill. I understand that it is my responsibility to pay this amount. I understand that SoCalGas will mail a check under the name of the eligible customer, service address, and/or in the amount of up to \$1,000 to reimburse me of the parts replaced in my natural gas appliance(s).

Section 3:

Commercial Kitchen Education and Outreach Terms and Conditions

The Commercial Kitchen Education and Outreach Terms and Conditions applies to commercial restaurant customers that participate in the commercial kitchen education and outreach being performed by SoCalGas or its authorized contractor, Inner City Fund (ICF) as part of their participation in the SoCalGas K-MA Project.

To qualify, you must agree to and comply with each of the terms and the terms and conditions stated in Section 1 above as well as the following terms and conditions, as set forth in this Section 3:

1. I understand that SoCalGas and/or ICF, will meet with me to discuss and review energy efficiency programs and measures for which I may be eligible. I agree to attend and participate in the discussion and scheduled site visits at the eligible SoCalGas service address or bill account.
2. By signing the waiver to the Education and Outreach associated with the SoCalGas K-MA Project, I understand that I am agreeing to allow SoCalGas and/or ICF to install suggested energy efficiency measures at the specific SoCalGas service address or bill account at no cost to me. Installed energy efficiency measures at the SoCalGas service address or bill account will become my property.
3. I understand that I am agreeing to grant SoCalGas and/or ICF access to the specific SoCalGas service address or bill account.
4. I am granting permission to SoCalGas and/or ICF to install recommended energy efficiency measures.

Section 4:

Energy-Efficiency Appliance Rebate Offer Terms and Conditions

The Energy-Efficiency Rebate (EERB) Offer Terms and Conditions applies to commercial restaurant customers that participate in the SoCalGas K-MA Project.

To qualify, you must agree to and comply with each of the terms and conditions stated in Section 1 above as well as the following terms and conditions, as set forth in this Section 4:

1. I will allow, if requested, a representative from SoCalGas, the California Public Utilities Commission (CPCU), or any authorized third party reasonable access to my property to verify the installed product before a rebate is paid. I understand that a rebate will not be paid if I refuse to participate in any required verification. I understand that SoCalGas may contact the qualifying product vendor and/or installer to verify purchase and/or installation and may provide my name and/or address to complete this verification.
2. I understand that this project may be selected for evaluation studies and/or program measurement by external contractors appointed by the CPCU. These studies are used to analyze and improve program performance. I agree to participate by responding to inquiries from these external contractors.
3. I certify that the information on the Energy-Efficiency Rebates for Business (EERB) application is true and correct, and that the tax ID provided is accurate. I understand that rebate payments are based on related energy benefits over the life of the product. I agree to:
 - a) Maintain the energy efficient measure specified in the rebate form 100 percent functional for the life of the product or a period of five years from receipt of rebate funds, whichever is less; and
 - b) Continue to be a customer of SoCalGas during said time.
4. If the above ceases to be the case, I shall refund a prorated amount of rebate dollars to SoCalGas based on the actual period for which I provided the related energy benefits as a customer of SoCalGas.
5. I understand that the rebate form and the paid itemized invoice must be received at SoCalGas' Central Processing Center or postmarked no later than December 1, 2021. I acknowledge that I would not have undertaken an energy efficiency appliance upgrade at this time if SoCalGas had not offered a monetary rebate.
6. I understand that the On-bill Financing Program (OBF) Terms and Conditions will supersede the EERB Terms and Conditions if I choose to participate in the OBF offered by SoCalGas to obtain financing for the product(s) offered in the SoCalGas K-MA Project.
7. I understand that SoCalGas will remunerate 100 percent of the actual purchase price (as described in Item 10 below) of the product or the maximum allowance per unit offered in the SoCalGas K-MA Project, whichever is less.
8. Purchase price includes materials cost plus installation, labor for pipe insulation, fitting insulation, and tank insulation. Labor charges apply to vendors only. Participating customers who self-install may not charge installation labor to SoCalGas. Sales taxes are not included in the purchase price.
9. I understand that my participation in this program qualifies me to apply for increased rebates on the following appliances only: fryers, convection ovens, charbroilers, griddles, storage water heaters, and tankless water heaters.

10. The EERB program has a limited budget. Rebates will be offered and accepted on a first-come, first-served basis, until allocated funds are no longer available.
11. I understand and comply with applicable permitting requirements associated to the installation of energy efficiency appliances offered in the SoCalGas K-MA Project.
12. I represent that I have not received rebates, incentives, or services for the same appliances from other utilities, states or local programs funded by the Public Purpose Program Surcharge (PPPS). However, I understand that water utilities are not funded by the PPPS, and I may apply for their rebates.
13. I understand rebates are taxable, if greater than \$600 for business customers, and will be reported to the IRS on Form 1099 unless I have identified myself as a corporation or exempt. SoCalGas encourages me to consult my tax advisor concerning the taxability of rebates. SoCalGas is not responsible for any taxes that may be imposed on me or my business resulting from the SoCalGas K-MA Project rebate offer.
14. **I understand that the selection, purchase, and ownership of equipment are my sole responsibility. SoCalGas makes no representation as to the safety, reliability and/or efficiency of the equipment. SoCalGas makes no warranty, whether expressed or implied, including warranty of merchantability or fitness for any particular purpose, use or application of any product installed in connection herewith. To the maximum extent permitted by applicable law, I waive all claims against SoCalGas and its affiliate companies arising out of activities conducted on behalf of SoCalGas in connection with my application for any rebate(s) under this program.**

Section 5: Sensors and Gateway Terms and Conditions

The Sensors and Gateway Terms and Conditions applies to commercial restaurant customers that participate in the SoCalGas K-MA Project and have certain devices installed in their kitchen and/or appliances, as further detailed below.

SoCalGas and/or its representative will develop and maintain the sensors and gateway associated with the SoCalGas K-MA Project. SoCalGas and/or its representative will also administer the installation, maintenance/repair associated to these devices. The web dashboard and alerts associated with this project will also be supported by the SoCalGas and/or its representative in compliance with SoCalGas Customer [Privacy and Information Security Terms and Conditions](#).

To qualify for this project, you must agree to and comply with each of the terms and conditions stated in Section 1 above as well as each of the following terms and conditions:

SUBJECT: For purposes thereof, the product(s) included in this project include the components of a gas detection monitoring system and/or appliance gas flow monitoring system and any other Product that SoCalGas and/or its representative may offer. In addition, services may be provided related to the installation, calibration, maintenance, and repair of the products and user training. For the purposes thereof, the term 'sensor' applies to both a fugitive gas sensor module and/or a gas flow sensor module.

INTENDED PURPOSE: Eligible participants to the SoCalGas K-MA Project acknowledges that it alone has determined the intended purpose and suitability of the products and services to be provided thereunder. It is expressly agreed that any technical or other advice given by SoCalGas and/or its representative with respect to the use of the products or services is given without charge and at the customer's risk; therefore, SoCalGas and/or its representative assume no obligations or liability for the advice given or results obtained.

DELIVERY AND INSTALLATION: Customer and SoCalGas and/or its representative in consultation with SoCalGas will agree on the delivery and installation dates of the sensor and gateway systems. SoCalGas and/or its representative will arrange for delivery through a local installation agent chosen by SoCalGas and/or its representative and authorized by SoCalGas. The costs and terms of which shall be F.O.B. SoCalGas and/or its representative at no additional charge to the Customer.

Customer and SoCalGas and/or its representative will agree on an installation plan for the system comprising location of system components, electrical connections and wiring as necessary between system components at customer's facilities and location of power outlets. Customer agrees to provide access to their kitchen appliances where the gas and/or flow meters will be installed. Except as otherwise agreed, SoCalGas and/or its representative will perform final installation and verification of the hardware at the Customer's site at a mutually agreed time to be arranged. SoCalGas and/or its representative to coordinate and inform SoCalGas of any installation plans. SoCalGas must agree to these plans before SoCalGas and/or its representative installs the system to the eligible location or bill account.

SENSOR USAGE: For the Customer's gas metering and flow monitoring service to function correctly, specific sensors must be installed on each gas appliance. The SoCalGas and/or its representative will provide such sensors during the term of the project. SoCalGas and/or its representative will accept the responsibility to both install and de-install these factory calibrated sensors in the gas monitoring service and reserves the right to replace the sensors at its cost over the term of this project.

OWNERSHIP: Sensors will remain the property of SoCalGas and must be returned to SoCalGas at the termination of the project. Note that the Gas Sensing and Gas Flow monitoring services will not function if these sensors are not properly installed and maintained on each gas appliance.

REPAIR AND WARRANTY: The SoCalGas and/or its representative will be responsible for the repair, recalibration, or replacement (at the SoCalGas and/or its representative's option) of any equipment rendered unserviceable to the Customer solely as the result of negligent acts or misjudgment of SoCalGas and/or its representative while installing or servicing equipment. **Correction of nonconformities, whether patent or latent, in the manner and within the time provided above shall constitute the entire liability of the SoCalGas and/or its representative with respect to such equipment whether in contract, warranty, tort, strict liability, or otherwise. In no event will the SoCalGas and/or its representative be responsible for, or liable to, the Customer or Customer's staff or employees more than its obligation to repair, recalibrate, or replace the equipment covered under this contract.**

No one is authorized to make any warranty or representation other than as set forth herein. The customer may not rely on any other warranty or representation of any other person or legal entity other than SoCalGas and/or its representative.

LIMITATION OF LIABILITY: EXCEPT AS PROVIDED IN THIS SECTION 5, SOCIALGAS AND/OR ITS REPRESENTATIVE MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND IN ADDITION TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 1 ABOVE, IN NO EVENT WILL SOCIALGAS AND/OR ITS REPRESENTATIVE, ITS REPRESENTATIVES, DISTRIBUTORS, SUBCONTRACTORS OR ITS VENDORS BE LIABLE TO THE CUSTOMER OR CUSTOMER'S STAFF OR EMPLOYEES FOR ANY OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR LOSS OF USE, ARISING OUT OF THE SALE, MANUFACTURE OR USE OF ANY PRODUCTS SOLD OR SERVICES RENDERED HEREUNDER WHETHER SUCH CLAIM IS PLEADED IN CONTRACT OR IN TORT, INCLUDING STRICT LIABILITY IN TORT.

LIMITED HARDWARE WARRANTIES: The products are warranted to be free from defects in material and workmanship for a period of two years from the date of installation except where otherwise stated in writing by SoCalGas and/or its representative. The limited warranty corresponds to the Warranty Service Plan described below.

The standard product warranty will cover all repairs of equipment supplied by SoCalGas and/or its representative. This includes all parts and labor from the date of installation of the equipment. The warranty does not cover customer site repairs or in-service training. All repair work must be performed by authorized agents or service technicians. The warranty does not apply to service made necessary by accident, fire, theft, neglect, abuse, misuse, deterioration caused by chemicals that are not in normal operations or repairs made necessary by personnel other than those authorized by the SoCalGas and/or its representative. The Customer must receive authorization from the SoCalGas and/or its representative prior to returning any malfunctioning equipment for repair. The Customer will be responsible for requesting the required shipping documents from a carrier that the SoCalGas and/or its representative specifies. Should the Customer fail to fulfill the return ship requirements, the Customer will be responsible for any damage that occurs to the equipment during shipping.

If SoCalGas and/or its representative has determined that a sensor failure has occurred, a precalibrated replacement sensor will be provided. SOCIALGAS AND/OR ITS REPRESENTATIVE MAKES NO OTHER WARRANTIES FOR THE SENSOR, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

LIMITED SOFTWARE WARRANTIES: SoCalGas and/or its representative provides only a limited warranty for the sensor and its software. SoCalGas and/or its representative warrants that the software will perform substantially in accordance with the accompanying materials for a period of two years from the date of receipt. SOCIALGAS AND ITS REPRESENTATIVES EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTIES FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. NEITHER SOCIALGAS NOR ITS REPRESENTATIVE WARRANT THAT THE PERFORMANCE OR RESULTS THE CUSTOMER MAY OBTAIN BY USING THE SOFTWARE WILL MEET THE CUSTOMER'S NEEDS OR THAT THE CUSTOMER'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR FREE OF ERROR. This Limited Warranty is void if failure of the software has resulted from accident, abuse, misapplication, abnormal use or a virus or other intentionally harmful software.

INTELLECTUAL PROPERTY: Customer agrees not to reverse engineer, decompile, or disassemble the hardware or software (as applicable), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding such restrictions.

The hardware and software provided herewith is copyrighted, and the customer agrees not to share, lend, rent or lease the products used hereunder, and further agrees not to deface, modify, or alter the products or create works derived from it. Customer agrees not to distribute printed copies of any documentation provided in electronic format outside of customer's organization without the express written permission of SoCalGas and/or its representative.