



Full-Service Home Upgrades

Income-qualified Direct Install Participation Agreement

Program Overview

Silicon Valley Clean Energy Authority ("SVCE") has developed the Full-Service Home Upgrades Program ("the Program"), administered by Franklin Energy Services, LLC ("Franklin Energy") and its installation subcontractors ("Subcontractor(s)") on behalf of SVCE. The Program provides eligible property owners ("Property Owner") of single-family homes with four or fewer dwelling units ("Residence") with direct installation of eligible equipment ("Measures"). Direct installation means start-to-finish installation of Measures at no-cost to Property Owners.

The Program offers home assessments and upgrades at no-cost to Property Owners or Property Owner's tenant(s) ("Tenant") who meet the Program Eligibility Requirements (Exhibit B). To receive direct installation of Measures as outlined in the Installation Scope of Work (Exhibit C), Property Owners and Tenants, if applicable, must sign this Income-qualified Direct Install Program Participation Agreement ("Agreement") and agree to work with Subcontractor to schedule an appointment for the installation.

Property Owner Acknowledgements:

1. I have read and agree to the Program Terms and Conditions (Exhibit A).
2. I have read and attest that I, or my Tenant, as applicable, meet all the Program Eligibility requirements, including the Household Income Eligibility Requirements (Exhibit B). I will inform SVCE if any information changes.
3. I understand these Measures are provided to me at no-cost based on me, or my Tenant, as applicable, meeting the income requirements outlined in Exhibit B. I further understand that if at any time SVCE or Franklin Energy determines that I or my Tenant, as applicable, did not meet the income requirements prior to the installation of Measures, I shall be responsible for repaying the full cost of installing Measures to SVCE.
4. I agree to allow the Measures listed in Installation Scope of Work (Exhibit C) to be installed at the property address listed below and understand that they are under my ownership upon installation.

PROPERTY OWNER INFORMATION	
Property Owner Name <i>First Name and Last Name, or Entity Name:</i>	
Property Owner Representative (if Property Owner is an entity): <i>First Name and Last Name:</i>	
Property Address: <i>Street, City, and Zip Code</i>	
Email:	Phone:

Property Owner Household Size: <i>Not required if Tenant-occupied Residence</i> _____ persons	Property Owner Gross Annual Household Income <i>Not required if Tenant-occupied Residence</i> \$_____
PROPERTY OWNER AGREEMENT AND ACCEPTANCE	
<i>Under penalties of perjury, I have read, understood, and agree to this Participation Agreement and the Program Terms and Conditions, and certify that the information I have provided is true and correct.</i>	
Property Owner Name (printed): 	
Property Owner or Representative Signature: 	Date:

Tenant Acknowledgements:

If Property Owner's Residence is tenant-occupied, Property Owner must obtain Tenant's signature:

1. I am the legal tenant at the Property Address listed above.
2. I understand these Measures are provided to me at no-cost based on meeting the Household Income Eligibility Requirements outlined in Exhibit B. I will inform SVCE if any information changes.

TENANT AGREEMENT AND ACCEPTANCE		
<i>Under penalties of perjury, I have read, understood, and agree to the Participation Agreement and the Program Terms and Conditions, and certify that the information I have provided is true and correct.</i>		
Tenant Household Size: _____ persons	Tenant Gross Annual Household Income: \$_____	Lease End Date:
Tenant Name (printed): 		
Tenant Signature: 		Date:

EXHIBITS

- A. Program Terms and Conditions
- B. Program Eligibility
- C. Installation Scope of Work

Exhibit A - Program Terms and Conditions

1. DEFINITIONS:

- a. **Project Cost:** The total cost of the project as determined by SVCE, Franklin Energy, and Subcontractors.
- b. **Rebate:** Funds from SVCE or other entities flowing to Franklin Energy or its Subcontractor(s), which reduce the amount of the Project Cost. The applicable Rebate shall be deducted from the total Project Cost and, therefore, will reduce the amount paid by the Property Owner.
- c. **Property Owner Cost:** The amount of the Project Cost less Rebates flowing to Franklin Energy or its Subcontractors. The Property Owner Cost is the cost that the Property Owner must pay to the Program.

2. ELIGIBILITY:

Property Owner and Tenant understand and attest that they meet all Program eligibility requirements (Exhibit B) to receive no-cost installation and service. If at any time SVCE and/or Franklin Energy determines Property Owner or Tenant, as applicable, did not meet income eligibility requirements prior to the installation of Measures, SVCE may remove Property Owner from the Program and may require the Property Owner to repay the full cost of installing Measures within thirty (30) days of such notice.

3. OBLIGATIONS FOR OWNER-OCCUPIED RESIDENCES:

If Property Owner's Residence is occupied by Property Owner ("Owner-occupied Residence"), Property Owner agrees to the following obligations. If SVCE determines, in its sole discretion, that the Property Owner is in non-compliance with these obligations, SVCE may remove Property Owner from the Program, may require the Property Owner to repay the full cost of installing Measures within 30 days of such notice, and may bar the Property Owner from participating in current and/or future SVCE programs. SVCE reserves the right to pursue any other remedies allowed by law or equity.

- a. Property Owner agrees to retain ownership of Residence for five (5) years from the date of installation of Program Measures.

4. OBLIGATIONS FOR TENANT-OCCUPIED RESIDENCES:

If Property Owner's Residence is occupied by Tenant ("Tenant-occupied Residence"), Property Owner and Tenant agree to the following obligations. If SVCE determines, in its sole discretion, that Property Owner or Tenant is in non-compliance with these obligations, SVCE may remove Property Owner from the Program, may require the Property Owner to repay the full cost of installing Measures within thirty (30) days of such notice, and may bar the Property Owner from participating in current and/or future SVCE programs. SVCE reserves the right to pursue any other remedies allowed in law or equity.

- a. Property Owner agrees to notify Tenant(s) of the Installation Scope of Work attached herein as Exhibit C and to facilitate scheduling and coordination with Franklin Energy and Subcontractor(s) to install such Measures.
- b. The Property Owner agrees not to evict or commence any eviction proceeding against any current or future Tenant(s) at the Residence except for cause and subject to all legal requirements and procedures for such eviction and/or proceeding.
- c. Property Owner agrees to not increase rents for current or future Tenants by more than three percent (3%) per year for a period of five (5) years from the date of installation of Program Measures. Rent increases up to 3% per year must be due to a documented increase in property taxes, operations and maintenance costs, or amortization of improvements unrelated to a project funded by the Program and as allowed by law.
- d. If construction requires temporary displacement, Property Owner agrees to provide Tenant the right to return to the same unit once construction is complete, and state and local laws governing Tenant displacement shall apply.
- e. Property Owner agrees to retain ownership of Residence for five (5) years from the date of installation of Program Measures.

- f. Tenant understands and agrees that SVCE shall have no obligation to enforce the remedies listed above and Tenant has no right to compel such enforcement. SVCE disclaims all liability for disputes between Property Owner and Tenant and has no ability to address such disputes.
5. **SITE ACCESS:** Property Owner and Tenant authorize the Subcontractor to enter the Residence for the purposes of installing any Measure(s) agreed to in this Participation Agreement, inspecting installed Measures, evaluating the performance of the Measures and any Program-related activities. Property Owner and Tenant authorizes SVCE, Franklin Energy, Building Officials, and/or SVCE-approved consultant(s) to enter the Residence for the purposes of evaluating the performance of Measures and conducting inspections as needed. Inspections may include taking photos of the upgrades and completed work.
 6. **COMPLIANCE WITH LAWS:** Property Owner, Tenant, Franklin Energy and Subcontractor(s) shall comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to its actions at the Residence and installation of Measures.
 7. **WORK AUTHORIZATION AND PROJECT WORK PLAN:** Franklin Energy will meet with the Property Owner to discuss individual property objectives, provide information on options, discuss process, recommend Measures for installation, and create a work project and schedule. Subcontractor will schedule and/or monitor the Measure installation.
 8. **INSTALLATION SCOPE OF WORK:** Property Owner agrees to the Installation Scope of Work attached herein as Exhibit C which defines Measures eligible for installation by Franklin Energy, or Subcontractor(s). The Program shall not cover any equipment, installations, warranties, or services not defined in the Installation Scope of Work. Property Owner or Tenant shall be solely responsible for all costs associated with any work outside of the Scope of Work. In the event of a change in the Scope of Work, Subcontractor(s) will confirm changes with Franklin Energy and installation can be completed upon review and approval. Property Owner will work directly with the Subcontractor through this process. In such an event, an updated Installation Scope of Work shall be attached to this Agreement as a mutually agreed upon amendment.
 9. **NO DOUBLE-DIPPING:** Property Owner understands that Property Owner cannot receive rebate or incentives for the same product, equipment, or service from more than one SVCE program.
 10. **THIRD-PARTY REBATES AND INCENTIVES:** To ensure efficient use of Program funding, eligible projects may be enrolled in third-party rebate and incentive programs. These programs may include but are not limited to: TECH Clean CA, California Energy Smart Homes, and Equitable Building Decarbonization. Participant agrees to support Franklin Energy and Subcontractor(s) in enrolling their Residence in these third-party programs where Property Owner or Tenants actions are needed to apply for and claim third-party rebates, incentives, equipment, supplies, or other benefits, providing required documentation to third-party program representatives, and executing related third-party program agreements. Franklin Energy agrees to provide support and Technical Assistance to Property Owner and Tenant throughout this process. Property Owner understands that SVCE, Franklin Energy and Subcontractor(s) cannot guarantee which rebate or incentives may apply or be granted and disclaim all liability thereto. Any third-party rebates and incentives applied for and received shall be retained by SVCE.
 11. **STANDARD WARRANTY:** All installations include standard one (1) year parts and labor warranty with the installing Subcontractor(s). All manufacturer equipment warranties shall be transferred to the Property Owner upon installation and a copy of the warranty shall be provided to the Property Owner. SVCE, Franklin Energy, and Subcontractor(s) shall not be responsible for any warranty remedies which are the responsibility of manufacturers.
 12. **MAINTENANCE:** Property Owner and Tenant are responsible for maintaining the installed Measures for the useful life of the Measure in good condition and repair. Property Owner and Tenant are responsible for incidental maintenance of all Measures, including routine cleaning and care as needed per manufacturer's recommendations to maintain proper function and validity of any

warranty. Property Owner is responsible for costs incurred from failure to properly maintain Measures and costs associated with damage caused by Property Owner or Property Owner's agents, tenants, or invitees.

13. **TAX LIABILITY and CREDITS:** Neither SVCE, Franklin Energy, nor Subcontractor are responsible for any taxes that may be imposed on the Property Owner or Tenant as a result of the Measures installed under this Program. Property Owner and Tenant are responsible for determining and applying for any tax credits for which they may be eligible.
14. **OWNERSHIP OF INFORMATION:** Franklin Energy may provide the Property Owner and Tenant with information about its findings regarding this Residence, but SVCE 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.
15. **PROPERTY OWNER INFORMATION:** Property Owner and Tenant agree that SVCE, Franklin Energy, and Subcontractor(s) may review the property's historic and future energy usage to evaluate, measure, and verify actual energy savings. Property Owner and Tenant agree that SVCE may provide their information including Property Owner's or Tenant's name, account number, electric and gas data, and Measure's installation details to a third-party(ies) for the purposes of program evaluation, measurement and verification and/or claiming third party incentives, equipment, supplies, or other benefits. Any third-party(ies) receiving this information will keep this information confidential.
16. **ADVERTISING:** Property Owner and Tenant agree, for no compensation, to provide testimonials or interviews, provide visual materials (photos, videos, etc.), allow a photo of equipment to be taken, and contribute to other marketing and promotional activities related to the Program. SVCE agrees not to use the names or identifying characteristics of the Property Owner's Residence for published Project reports, advertising, sales promotion, or other publicity without the Property Owner's and/or Tenant's written approval.
17. **PROGRAM DATES:** All installations must be completed by March 30, 2027, unless otherwise notified by SVCE. This Program will expire upon the earliest to occur: (i) March 30, 2027; (ii) when funds are depleted; or (iii) when the Program is terminated.
18. **PROGRAM CHANGES:** SVCE reserves the right to change, modify, or terminate this Program at any time without any liability except as expressly stated herein. Subcontractor(s) will honor all written commitments made in the Installation Scope of Work provided to Property Owner prior to the date of any change, modification, or termination of this Program, provided that Measure installations are fully completed within the time specified in a Scope of Work.
19. **DISPUTES:** Except where otherwise limited by law, SVCE reserves the right, at its sole discretion, to make the final determination regarding any disputes related to the Program.
20. **DISCLAIMER:** SVCE makes no representations or warranties, express or implied, regarding the design, construction, installation, reliability, performance, operation, maintenance or any use of the Measures discussed, selected, rejected, purchased or otherwise considered by Property Owner and does not guarantee that implementation or use of the Measures purchased or installed pursuant to this Program will result in energy cost savings. 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 Measures shall be at the sole discretion and are Property Owner's sole responsibility. In no event shall SVCE, Franklin Energy, or the Subcontractor(s) be liable for failure of the Measures to achieve energy savings.
21. **RELEASE OF CLAIMS AGAINST, AND HOLD HARMLESS:** Property Owner and Tenant discharge and release SVCE, Franklin Energy, and Subcontractor(s) and their officers, employers, employees, and agents ("Indemnitees") from and against any and all claims, demands, liabilities, obligations, damages or chose in action, legal or equitable, of whatever kind or nature, including negligence by

Indemnitees, in which Property Owner, Tenant, and Property Owner's successors in interest, heirs, estates or personal representatives, or family members, now may have or assert, or may have had in the past or may have in the future, against Indemnitees as the result of, based upon, arising out of, or connected with Indemnitees involvement with the Project. Property Owner and Tenant are on notice of and hereby specifically and expressly waive the provisions of California Civil Code § 1542, which provides that 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." Property Owner and Tenant also agree to indemnify and hold harmless Indemnitees from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees and costs, brought as a result of Indemnitees' involvement with the Project, and to reimburse Indemnitees for any such expenses incurred.

22. **PROHIBITION AGAINST TRANSFERS:** This Agreement is personal to Property Owner and Tenant. Property Owner and/or Tenant may not assign or transfer rights or delegate obligations under this Agreement.
23. **CONFLICT OF LAW:** 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.

Exhibit B - Program Eligibility

The following requirements must be met for **Owner-occupied Residences** to qualify for the Program:

1. Property Owner must meet the Household Income Eligibility Requirements and be able to provide supporting documentation prior to installation of Measures;
2. Property Owner must be the legal owner of the Residence. If Property Owner is an entity, entity must provide proof of the signatory's ability to bind the entity;
3. Residence is a single-family home with 4 or fewer dwelling units and existing gas-fired equipment;
4. Residence is located in [SVCE's service area](#);
5. Property Owner's investable assets¹ must be less than \$500,000;
6. Residence is Property Owner's principal residence and is not a short-term rental. Property Owner does not own additional properties;
7. Residence must be less than 2,000 square feet.

The following requirements must be met for **Tenant-occupied Residences** to qualify for the Program:

1. Residence is a single-family home with 4 or fewer dwelling units and existing gas-fired equipment;
2. Residence is located in [SVCE's service area](#);
3. Residence is not a short-term rental;
4. Property Owner must be the legal owner of the Residence and authorize installation of Measures at Residence. If Property Owner is an entity, the entity must provide proof of the signatory's ability to bind the entity;
5. Tenant must meet the Household Income Eligibility Requirements and be able to provide supporting documentation prior to installation of Measures. Property Owner does not need to meet Household Income Eligibility Requirements;
6. Residence must be less than 2,000 square feet;
7. Property Owner must be an individual owner, public entity, or entity with 2 or fewer officers. Corporate and institutional owners are excluded.

SVCE determines eligibility at its sole discretion and may request verification of eligibility requirements as needed.

Household Income Eligibility Requirements

To qualify for the Program, the Property Owner's or Tenant's gross annual household income must be at or below 80% of the Area Median Income in Santa Clara County, as listed in Table 1 below.

Table 1 - Santa Clara County Income Guidelines²	
Household Size	Maximum Gross Annual Household Income
1 person	☐ Up to \$102,300
2 person	☐ Up to \$116,900
3 person	☐ Up to \$131,500
4 person	☐ Up to \$146,100
5 person	☐ Up to \$157,800
6 person	☐ Up to \$169,500
7 person	☐ Up to \$181,200
8 person	☐ Up to \$192,900

¹ Investable/liquid assets include education/custodial accounts, individually-owned retirement accounts, stocks, options, bonds, mutual funds, managed accounts, hedge funds, structured products, ETFs, cash accounts, annuities, and cash value life insurance.

² Income guidelines based on the California Department of Housing and Community Development's 2024 State Income Limits for "Low-Income" households for each County as effective on May 9, 2024.

Instructions for counting household size and gross income:

- The household size is the Tax filer plus all persons expected to be claimed as tax dependents on your federal tax form.
- For the purposes of the Program, gross income includes both taxable and non-taxable income sources. This includes, but is not limited to the following: Wages, unemployment, workers' compensation, Social Security, Supplemental Security Income, public assistance, veterans' payments, survivor benefits, pension or retirement income, interest, dividends, rents, royalties, income from estates, trusts, educational assistance, alimony, child support, assistance from outside the household, and other miscellaneous sources.
- Only count the gross income of the family members included or who will be included in your federal tax form.

Household Income Eligibility Verification

Property Owner or Tenant can provide proof of their gross household income via one of two ways:

1. *Categorical Eligibility* - if the Property Owner or Tenant participates in one or more of the public assistance programs on the Categorical Eligibility List, they may submit documentation confirming their participation (see Table 2); **OR**
2. *Income Sources* - the Property Owner or Tenant may submit their most recent federal tax returns. If tax returns are not available, other proof of income can be provided (see Table 3).

Franklin Energy will review and visually verify documents to confirm household income eligibility. SVCE and Franklin Energy may request additional verification of eligibility requirements as needed.

Table 2 - Categorical Eligibility List		
Provide one of the acceptable documents below		
Program Type	Acceptable Document(s)	Max age of Document
Disadvantaged Communities—Single Family Solar Homes (DAC-SASH)	• Letter or proof of program enrollment/participation	24 months
Energy Savings Assistance Program (ESA)	• Letter or proof of program enrollment/participation	24 months
Self-Generation Incentive Program (SGIP)	• Letter or proof of program enrollment/participation	24 months
Single Family Affordable Solar Homes (SASH)	• Letter or proof of program enrollment/participation	24 months
Weatherization Assistance Program (WAP)	• Letter or proof of program enrollment/participation	24 months
CalFresh/SNAP (Supplemental Nutrition Assistance Program)	• Award letter or Notice of Action letter • Screenshot/print screen from issuing agency • Screenshot/print screen from website (CA.gov) showing current participation	12 months

CALWORKS TANF (Temporary Assistance for Needy Families)	• Award letter or Notice of Action letter • Bank statement with direct deposit source (gross amount) attached • Affidavit of income • Screenshot/print screen agency • Copy of uncashed check	12 months
Tribal TANF (Temporary Assistance for Needy Families)	• Award letter or Notice of Action letter • Bank statement with direct deposit source (gross amount) • Screenshot/print screen from issuing agency	12 months
Tribal Head Start	• Award letter or Notice of Action letter	12 months
Bureau of Indian Affairs General Assistance or Financial Assistance and Social Services (FASS) program	• Award letter or Notice of Action letter • Bank statement with direct deposit source (gross amount) • Screenshot/print screen from issuing agency • Copy of uncashed check	12 months
SSI (Supplemental Security Income)	• Award letter or Notice of Action letter • Bank statement with direct deposit source (gross amount) • Screenshot/print screen from issuing agency • Copy of uncashed check • Caseworker may fax information to Program Representative	12 months
WIC (Women, Infants and Children)	• Award letter or Notice of Action letter • WIC phone app screenshot/print screen	12 months
LIHEAP (Low Income Home Energy Assistance Program)	• Proof of LIHEAP benefit on utility bill • Eligibility notice from LIHEAP Service Provider	12 months

Table 3 - Income Sources
Provide one of the acceptable documents below

Income Source	Acceptable Document(s)	Max age of document
Tax returns (default) for all people living in the household who are over 18 years or older	• Federal tax filing (Form 1040) with all schedules including W2s and 1099s	Most recent filing. After May, previous calendar year required (i.e. if it is 2025, returns for 2024 calendar year).
Other documents only if tax returns are not available for all people living in the household who are over 18 years or older	• Pay stubs • Social security (SSA) income award letter/notice of action letter	Most recent 3 months for pay stubs. Within the last 12 months for SSA.

Exhibit C – Installation Scope of Work

Item Name	Quantity	Project Cost	Rebate	Property Owner Cost
{Measure Name 1}	1	\$xx	\$xx	\$0
{Measure Name 2}	1	\$xx	\$xx	\$0
	Total	\$xx	\$xx	\$0