



Efficient Refrigeration Program Participant Application and Agreement

Contact Information

Business Information	
Business Name:	
Physical Address:	
Phone Number:	
Email Address:	

Participant Information	
Participant Name:	
Title or Relation to Business:	
Phone Number:	
Email Address:	

Equipment Information

Requested Appliance #1	
Type (Refrigerator or Freezer):	
Brand and Model #:	
Requested Appliance #2 (optional)	
Type (Refrigerator or Freezer):	
Brand and Model #:	
Dimensions of Delivery Entrance	
Height x Width	
Existing Appliance #1 Recycling (if requested)	
Type (Refrigerator or Freezer):	
Brand and Model #:	
Serial #:	
Unit Height x Width x Depth:	
Existing Appliance #2 Recycling (if requested)	
Type (Refrigerator or Freezer):	
Brand and Model #:	
Serial #:	
Unit Height x Width x Depth:	



Terms and Conditions

- 1. Introduction:** Welcome to San Diego Community Power’s (“Community Power”) Efficient Refrigeration Program (“Program”). By participating in the Program, you may help lower your energy use and costs and support California-grown agriculture. Participation in this Program is voluntary and includes the installation of up to two (2) energy-efficient refrigerators or freezers, as well as optional appliance removal/recycling and energy assessment services. Customers who enroll and are approved by Community Power (“Participants”) will be required to fully comply with these Terms and Conditions, and additionally, certify that the information provided in this application and all supporting documentation is true, accurate and complete.

Current Program details can be found on Community Power’s website: SDCommunityPower.org

Thank you for your participation and interest in supporting Community Power’s clean energy goals.

- 2. Effective Date.** These Terms are effective as of **March 26, 2025**.
- 3. Contact Information.** Participants may contact Community Power regarding the Program via the following options:
 - a. Email.** EE@sdcommunitypower.org
 - b. Phone.** Call 1-888-382-0169 between 8 AM and 5 PM Monday through Friday
 - c. Website.** SDCommunityPower.org/Efficient-Refrigeration

- 4. Definitions:** For the purposes of these Terms and Conditions, the following terms shall apply:
 - a. “Data”** includes all information collected through the Program necessary for Program operations. This may include but is not limited to Participant identity, contact information, Participant’s utility and/or Community Power account status, Participant’s energy usage and/or energy production and Participant’s electric bill. Data is subject to applicable privacy laws and policies.
 - b. “Eligible Equipment”** refers to appliances approved by Community Power to be installed at the Participant’s business through participation in the Program. This includes energy-efficient refrigerators or freezers. For the latest list of Eligible Equipment, visit the Community Power website.
 - c. “Program Offerings”** refers to the Eligible Equipment and services granted by Community Power to Participants. Community Power may provide up to three (3) different Program Offerings as described below in the Program Offerings section. To be eligible for the Program Offerings, Participants must adhere to and fulfill specific criteria set out in these Term and Conditions.
 - d. “Participant”** refers to the commercial Community Power account holder or authorized representative of the account holder who maintains an active service account at the

address where the Eligible Equipment is installed. The Participant is also the recipient of any Program Offerings.

- e. **“Appliance Contractor”** refers to a third-party vendor contracted by Community Power to order, deliver and install Eligible Equipment. Community Power may at its sole discretion change Appliance Contractors without prior notice.
- f. **“Energy Assessment Contractor”** refers to a third-party vendor contracted by Community Power to conduct American Society of Heating, Refrigeration and Air-Conditioning Engineers (“ASHRAE”) Level 1 energy assessments at the Participant’s business to identify opportunities for energy savings. Community Power may at its sole discretion change Energy Assessment Contractors without prior notice.

5. Participant Eligibility. To participate in the Program, Participants must meet the following criteria:

- a. Eligible applicants:
 - Corner stores, which include small-scale or grocery stores, either independent or chain, that are located in a low-income or low-food-access area and sell a limited selection of foods and other products. Corner stores do not need to be located on street corners.
 - Small businesses¹ including but not limited to small farm operations with farm stands or stores, that sell or donate food to low-income or low-food-access clientele.
 - Nonprofits that sell or donate allowable food items directly to low-income or low-food-access clientele.
- b. Participants must have an active Community Power commercial account in good standing and be the account holder or an authorized representative of the account holder. Accounts that have opted out must return to Community Power service to be eligible.
- c. The service address where the Eligible Equipment is installed must be located in a low-income² or low-food-access³ area in a rural, urban, or suburban region.
- d. If the Participant’s business conducts food sales, it must currently accept or have initiated the process to accept EBT/SNAP/CalFresh benefits. Verification may be required.

¹ Small businesses must be independently owned, with 100 or fewer employees, average annual gross receipts of \$16 million or less.

² Low-income areas include census tracts in which the income of at least 20% of the population is at or below the federal poverty level by family size, or the median family income is at or below 80% of the median family income of surrounding census tracts.

³ Low-food-access areas include census tracts in which there are significant barriers to accessing a supermarket or large grocery store, which may include, but are not limited to, a census tract where at least 500 persons or 33% of the population live more than one mile, for nonrural areas, or more than 10 miles, for rural areas, from a supermarket or large grocery store.



- e. The Participant's business must meet the electrical and space requirements as specified in each of the Eligible Equipment's specification sheets on Community Power's website.
- f. Participants must be at least 18 years of age or older.
- g. Participants must agree to the Program's Terms and Conditions.

6. Eligibility and Eligible Equipment Verification. Community Power solely and at its discretion will determine the eligibility of an applicant. Community Power, Appliance Contractor and/or Energy Assessment Contractor may also require an on-site assessment to ensure the Participant's business meets the eligibility requirements.

7. Enrollment and Registration. Participants interested in participating in the Program can submit an interest form through Community Power's website. Participants must satisfy all the eligibility criteria in the Participant Eligibility section above and complete the relevant online interest form. Those applicants deemed eligible by Community Power will receive confirmation of their enrollment. Community Power will enroll eligible applicants as funding allows.

8. Program Offerings. Program Offerings may be provided to Participants that meet the Program's criteria in the form of Eligible Equipment or services.

a. **Type.** Community Power may provide the following types of Program Offerings to Participants. Types of Program Offerings are subject to change without notice.

- Participants may receive up to two (2) energy-efficient refrigerators and/or freezers to stock with California-grown fresh produce, nuts, dairy, meat, eggs, minimally processed and culturally appropriate foods. Equipment must be on the Eligible Equipment list on Community Power's website.
- *Optional:* If Participants are exchanging an old appliance for the new Eligible Equipment, Participants may have their old appliance(s) removed and recycled by the Appliance Contractor according to state and local laws.
- *Optional:* Participants may receive an ASHRAE Level 1 energy assessment at the Participant's business to identify opportunities for energy savings. Participants will be required to sign a separate customer data authorization form if they elect to participate in this offering (see Exhibit A).

b. **Amount.** The specific value of the Program Offerings will be based on the Eligible Equipment and services selected. Community Power reserves the right to modify, reduce or eliminate any Program Offerings at any time, without prior notice.

9. Equipment Use and Disposition.

- a. Participants must use the Eligible Equipment to store California-grown fresh produce, nuts, dairy, meat, eggs, minimally processed and culturally appropriate foods.
- b. Equipment is expected to be used by the store for as long as the equipment remains in good condition, which could be a decade or longer. If equipment breaks down and is unable to be repaired, it needs to be recycled properly.



10. Application Consent by Participant. By submitting an application to participate in the Program, Participant authorizes Community Power to:

- a. Collect and exchange Data solely for the purposes of determining your eligibility for the Program and operating the Program.
- b. Send you emails, text messages and other notifications related to the Program and to share Data with the Appliance Contractor and Energy Assessment Contractor (if applicable). Community Power and contractors will not sell your information to third-party data collectors or brokers.

11. Withdrawal from Program: Participants cannot withdraw from the Program after the Participant Agreement has been executed and Eligible Equipment has been ordered. If the Eligible Equipment is not deliverable to the Participant's business for reasons including but not limited to the Participant refusing the delivery, the Eligible Equipment not fitting through the business' door opening and the Participant not having adequate space and electrical requirements, the Participant will be responsible for paying the delivery fee (\$699 per appliance, up to \$1,398). In addition, withdrawal from the Program may result in ineligibility to participate in the Program in the future or participate in other programs offered by Community Power.

12. Participation Termination. Community Power reserves the right to terminate their participation in the Program at any time and without liability upon notice via email if Participant violates these Terms and Conditions or applicable law. In the event of such termination, Participant may be required to reimburse Community Power for the full cost of any equipment received through the Program.

13. Program Modification and Termination. Community Power reserves the right, for any reason, to alter, modify and/or terminate the Program. Approved applications will be processed under the Terms and Conditions and Program rules, standards and/or requirements in effect at the time of the application approval by Community Power.

14. Communications. Participant has provided their email address and phone number for communications about the Program. Participant accepts responsibility for the receipt of these communications and any consequences of not receiving them. Additionally, Community Power may request participant feedback while the Program is active, and those surveys will be sent to the email address or phone number provided on the application.

15. General Conditions.

- a. **Changes in Your Electricity Costs and Bill Impacts.** Participation in the Program may result in changes and impacts to the Participant's electric bill, which may vary based on the Participant's rate schedule and consumption patterns. Community Power is not responsible for any changes in your electricity costs due to your participation in the Program.
- b. **Public Sharing of Program Results.** Results of the Program may be summarized in publicly available studies and or evaluation reports, provided that any Data included in



such studies or reports will be anonymous such that Participants are not individually identifiable.

- c. **Manufacturer Policies.** Participants are solely responsible for complying with all manufacturer's policies to ensure maximum performance.

16. Data Privacy and Security. By participating in the Program, Participant agrees that Community Power may collect personal information or Data and that if it cannot collect the required information or Data, Participant may not be eligible to participate in the Program and/or receive the Program Offerings. The collection, use, and disclosure of data under the Program will be in accordance with Community Power's [Customer Data Confidentiality Policy](#).

17. Representation and Warranties. Participant represents and warrants that the information provided during application for and during the Program is accurate and complete, and Participant agrees to promptly notify Community Power if any information provided during your application for the Program has changed.

18. Limitation of Liability. Participation in the Program is entirely at the Participant's own risk. The Program Offerings are provided "as is" and "as available", without any guarantees or warranties of any kind, express or implied. No entity, including Community Power or its contractors, guarantees the accuracy, reliability or security of the Program Offerings. Participants are solely responsible for any damage or loss, including those from malicious software, related to participation.

To the fullest extent allowed by law, Community Power shall not be liable for any direct, indirect, special or consequential damages to any persons or property resulting from or arising out of any use, repair, delay in repairing, replacement of or modification to the Program Offerings. Community Power does not warrant, endorse, guarantee or assume liability for the quality, performance or safety of any product or any contractor, manufacturer or any other persons involved in the purchase, installation or any other aspect of the Program Offerings. Performance of any product, installation of any materials and acceptance of materials used is solely the Participant's responsibility.

19. Indemnification. Participant agrees to defend, indemnify and hold harmless Community Power and its contractors from any claims or damages arising from the Participant's breach of the Terms and Conditions or related to the Participant's participation in the Program. This includes covering all related costs, expenses and legal fees.

20. Intellectual Property. Any intellectual property, including but not limited to innovations, methodologies or improvements, developed as a result of the Program or based on the data collected, remains the exclusive property of Community Power. Participants shall not claim any rights, title or interest in any such intellectual property and acknowledge Community Power's exclusive rights to use, license or exploit any such intellectual property without restriction.

21. Governing Law. The Program, including these Terms and Conditions, shall be governed by the laws of the State of California. The venue shall be San Diego County.

22. Changes to the Terms and Conditions. Community Power may modify these Terms and Conditions at any time. Participant will be notified by email at the most current email address



on record if Community Power makes any material changes to these Terms and Conditions, and the effective date of the modified Terms and Conditions, which will be after the date of Community Power’s notice to the Participant. Participant’s continued participation in the Program thereafter constitutes acceptance of such modified Terms and Conditions. The modified Terms and Conditions will apply only to disputes that arise after the effective date of such modified Terms and Conditions. Community Power will post the most current version of the Terms and Conditions on Community Power’s website specified above and encourages Participants to check this site frequently.

23. Acceptance of Terms and Conditions. By participating in the Program, Participants acknowledge that they have read, understood and agreed to these Terms and Conditions in their entirety and shall constitute effective execution and delivery of these Terms and Conditions, and shall form a binding contract between Participant and Community Power.

I certify that I am a Community Power account holder or the authorized representative of the account holder, that all statements made in the application are true and correct to the best of my knowledge and that I have read and agree to the Terms and Conditions on the following pages.

Print Participant Name: _____

Signature: _____ **Date:** _____



Exhibit A

Energy Assessment Data Authorization Form

If Participant elects to participate in the energy assessment Program Offering, Participant must authorize Community Power to share Participant's information with the Energy Assessment Contractor by filling out and signing the form on the following pages.



PO Box 12716
San Diego, CA 92112
sdcommunitypower.org

Authorization to Receive Customer Information or Act on a Customer's Behalf

This authorization form permits San Diego Community Power (SDCP) customers to delegate certain rights and authority to third parties. A SDCP customer of record may permit a third party (Agent) to receive Customer information or transact business on the Customer's behalf. The Customer must specify what information the Agent is entitled to receive, what (if any) acts the Agent may transact on the Customer's behalf, and whether the authorization is on a one-time or longer-term basis (not to exceed three years).

This Authorization provides authority to the Agent to act on the Customer's behalf. The Agent must thereafter provide specific written instructions or requests (e-mail is acceptable) about each particular customer account(s) before SDCP will release any information or take any action. In certain instances, the requested act may result in a cost to the Customer.

SDCP Customer (Customer)

Name (Customer Name on Account): _____
Title: _____ Company: _____
Mailing Address: _____ City: _____ State: ____ Zip: _____
E-Mail Address: _____ Phone Number: _____

Agent Authorized to Receive Account Information (Agent)

Agent's Name: _____
Title: _____ Agent's Company: _____
Mailing Address: _____ City: _____ State: ____ Zip: _____
E-Mail Address: _____ Phone Number: _____

Accounts Included in this Authorization (attach additional sheets if needed. Provide all requested information).

Service Address & City	SDG&E Account Number
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____
6) _____	_____
7) _____	_____
8) _____	_____
9) _____	_____
10) _____	_____

All accounts listed under Customer Name (s):

Customer authorizes Agent to act on their behalf to perform the following specific acts and functions (check all that apply):

- Request and receive billing records, billing history and all meter usage data for authorized account(s).
- Request and receive copies of correspondence in connection with authorized account(s) concerning (check all that apply):
 - o Verification of rate, date of rate change, and related information
 - o Previous or proposed issuance of adjustments/credits
 - o Request rate analysis
 - o Request and receive verification of balances on authorized account(s)



Customer is authorizing Agent for the following time period (check only one):

- One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).
- One year authorization (requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve-month period from the date of execution of this Authorization).

Authorization is given for the period commencing with the date of execution until:

(Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period.

SDCP will provide requested information by email: _____

The undersigned declares that he/she is the Customer (or is authorized to execute this document on behalf of the Customer) listed at the top of this form, and has authority to financially bind the Customer. Customer certifies that Agent has authority to act on Customer's behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. Customer understands that SDCP reserves the right to verify any authorization request submitted before releasing information or taking any action on Customer's behalf. Customer authorizes SDCP to release the requested information on authorized account(s) to Agent listed above. Customer hereby releases, holds harmless, and indemnifies SDCP from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to Agent pursuant to this Authorization; 2) any unauthorized use of this information by Agent; and 3) any actions taken by Agent pursuant to this Authorization, including Customer rate changes made at the Agent's direction. The undersigned understands that he or she may cancel this authorization at any time by submitting a written request. This form must be signed by someone who has authority to act on behalf of and financially bind the Customer (for example, an officer of a corporation).

Authorized Customer Signature: _____ Date: _____

Agent hereby releases, hold harmless, and indemnifies SDCP from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization, and from the taking of any action pursuant to this authorization, including rate changes made at the Agent's direction.

Agent Signature: _____ Date: _____

Please return the completed application to San Diego Community Power.

E-Mail (Preferred):

EE@SDCommunityPower.org

Mail:

San Diego Community Power
PO Box 12716
San Diego, CA 92112

Please keep a copy of the completed authorization form for your records.
Questions? Please call 888-382-0169.

