SITE ACCESS AGREEMENT

INTRODUCTION

This agreement is between [COMPANY] and ______________________________________________________________________ (Owner/Manager/Tenant, or “Owner”).

As used throughout this document, COMPANY and Owner are individually referred to as "Party" and collectively as "Parties". PG&E and the Advanced Pumping Efficiency Program operated by CSUFF have the objective of maintaining and improving pumping plant performance and reducing overall pumping energy use (Project). This Project is funded through a Public Purpose Program Charge paid by California utility ratepayers. These monies are managed under the auspices of the CPUC and PG&E. While CSUFF program staff and the staff of the pump tester company (COMPANY NAME HERE) will be compensated through these monies, neither CSUFF program staff nor the staff of the pump test company are employees or representatives of the CPUC or of PG&E.

Description will constitute “Project”. Owner grants access to [location], described below as “Facility”. __________________________________________________________________________.

The Owner agrees to grant COMPANY access to that Facility for the purposes of this Project.

COMPANY is receiving funds from PG&E and CSUFF for this Project, but Parties agree that neither PG&E, nor CSUFF, State of California, Trustees of the California State University, California State University, Fresno are liable to either Party for any losses, claims or damages, including incidental, special or consequential losses, claims or damages, in any way arising from or out of this Agreement.

The following terms will govern this Project:

COMPANY AGREES:

1. Owner Convenience. To coordinate visits to the Facility with the Owner, so as to minimize any disruptions or inconvenience to the Owner.

2. Installation. To install, operate and maintain any test or monitoring Equipment necessary for the Project in a manner that is acceptable to the Owner.

3. Costs. To bear all of the actual costs associated with performing the Project, except to the extent that any testing must be paid by Owner if pumps are determined to be ineligible for any subsidy.

4. Compliance with Laws. To comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to its actions at the Facility or to the Project.

5. Confidentiality. Not to use the names or identifying characteristics of the Owner or Owner’s Facility for published project reports, advertising, sales promotion or other publicity without the Owner’s written approval.

6. Removal. To remove the Equipment upon completion of the Project, and to leave the Facility in substantially the same condition it was prior to the Project.
OWNER AGREES:

7. **Permission.** To allow COMPANY, or its subcontractors, a representative from PG&E, and the California Public Utilities Commission (CPUC), if requested, reasonable access to Facility for purposes of the Project, including but not limited to monitoring, testing, inspecting and verifying.

8. **Access.** To permit COMPANY reasonable access to and egress from the Facility during normal business hours to carry out the work of this study, and to direct Owner’s employees and contractors to cooperate with COMPANY in the conduct of this study.

9. **Equipment Ownership.** That Owner has no ownership, interest or title in the Equipment.

10. **Removal.** To permit removal of the Equipment at any time by COMPANY.

11. **Confidentiality.** Not to use the names or identifying characteristics of COMPANY or PG&E for any advertising, sales promotion or publicity of any kind without prior written approval by COMPANY.

12. **Certification.** That the pumps are eligible for the subsidy and that this test is not for the purposes of any real estate transaction or to satisfy the mandate of any governmental or quasi-governmental entity.

13. **Payment.** That Owner will pay the full cost of any tests should CSUFF determine that the pumps are not eligible for any subsidy.

BOTH PARTIES AGREE:

14. **Incidental and Consequential Damages:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

15. **Term of Agreement.** The term of this Agreement shall not exceed ____ month(s) without written agreement of both Parties. It is anticipated that the test period will be approximately ____ month(s) from installation of the Equipment.

16. **Termination.** Either Party shall have the right to terminate this Agreement at any time. In the event of termination, COMPANY shall be granted access to the Facility in order to remove the Equipment. Furthermore, the following provisions of this Agreement shall remain in full force and effect following termination of this Agreement: (i) use of names and ownership (clauses 5, 9, 11 and 17), as well as (ii) the provision found on page 1 specifying that neither PG&E nor CSUFF, State of California, Trustees of the California State University, California State University, Fresno are liable to either Party for any losses, claims or damages.

17. **Ownership of Information.** COMPANY may provide the Owner with information about its findings regarding this Project, but COMPANY 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.

18. **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.

19. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement.
20. **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:**

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