

**SITE ACCESS AGREEMENT
ADVANCED PUMPING EFFICIENCY PROGRAM**

This Agreement is between [type your COMPANY name here] (Company) and _____
(Owner/Manager/Tenant, or "Client").

Client grants access to the location described below (Facility).

As used throughout this document, Company and Client are individually referred to as "Party" and collectively as "Parties". PG&E and the Advanced Pumping Efficiency Program operated by California State University, Fresno Foundation (Foundation) have the objective of maintaining and improving pumping plant performance and reducing overall pumping energy use. A means to achieving this objective is testing water pumps for efficiency (Project). This Project is funded through a Public Purpose Program Charge paid to the California Public Utilities Commission (Commission) by California utility ratepayers. These monies are managed under the auspices of the Commission and PG&E. While Foundation program staff and the staff of the Company will be compensated through these monies, neither Foundation program staff nor the staff of the Company are employees or representatives of the Commission or of PG&E.

The Client agrees to grant Company access to the Facility for the purposes of this Project.

The following terms will govern this Project:

COMPANY AGREES:

1. **Client Convenience.** To coordinate visits to the Facility with the Client, 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 Client.
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 Client 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. **Company Confidentiality.** Not to use the names or identifying characteristics of the Client or Client's Facility for published project reports, advertising, sales promotion or other publicity without the Client's written approval.
6. **Removal.** To remove the testing and monitoring equipment upon completion of the Project, and to leave the Facility in substantially the same condition it was prior to the Project.

CLIENT AGREES:

1. **Permission.** To allow representatives of the Company its subcontractors, PG&E, and the Commission, if requested, reasonable access to Facility for purposes of the Project, including but not limited to monitoring, testing, inspecting, and verifying.
2. **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 Client's employees and contractors to cooperate with Company in the conduct of this Project.

3. **Equipment Ownership.** That Client has no ownership, interest or title in the testing and monitoring equipment.
4. **Removal.** To permit removal of the testing and monitoring equipment at any time by Company.
5. **Client 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.
6. **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.
7. **Payment.** That Client will pay the full cost of any tests should the Foundation determine that the pumps are not eligible for any subsidy.

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 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 testing and monitoring equipment.
3. **Termination.** Either Party shall have the right to terminate this Agreement without cause at any time. In the event of termination, Company shall be granted access to the Facility in order to remove the testing and monitoring equipment. Furthermore, the clauses 5 (Company Confidentiality), 9 (Equipment Ownership), 11 (Client Confidentiality), 17 (Indemnification) and 18 (Ownership of Information) of this Agreement shall remain in full force and effect following any termination of this Agreement.
4. **Indemnification.** Company is receiving funds from PG&E and Foundation for this Project, but the Parties agree that neither PG&E; nor the Foundation; State of California; Trustees of the California State University; California State University, Fresno; nor any of said entities' employees, directors, officers and/or agents, shall be liable to either Party for any losses, claims or damages, including but not limited to incidental, punitive, special or consequential losses, claims or damages, in any way arising from or out of this Agreement. The Parties agree that PG&E, the Foundation; the State of California; the Trustees of the California State University; California State University, Fresno; and all of said entities' employees, directors, officers and agents, are third party beneficiaries of this Agreement for purposes of enforcing the provisions of this paragraph.
5. **Ownership of Information.** Company may provide the Client 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.
6. **General.** This Agreement shall be binding upon and inure to the benefit of any successors, transferees, heirs and assigns of the Parties. Except as otherwise specifically provided here in, 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:

COMPANY

Signed: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Date: _____

CLIENT

Signed: _____

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Date: _____