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## Participation Agreement for the San Diego Regional Energy Network Energy Code Coach Program Participation for Advanced Energy Code Adoption and Implementation Support

TRC Solutions, Inc. (TRC) has been contracted by San Diego Community Power, on behalf of the San Diego Regional Energy Network (SDREN), to provide Energy Code Coach program implementation services ("Program"). San Diego Community Power, TRC and their subconsultants, respective affiliates and each of their respective directors, officers, employees, agents, representatives or assigns are collectively referred to here as "the Parties." This participation agreement ("Agreement") is entered into by and between the Program and the undersigned participant ("Participant") to outline the terms and conditions for receiving technical assistance related to codes, standards and advanced energy code adoption. It is the responsibility of the Participant to ensure that the signee is authorized to sign this agreement on behalf of the jurisdiction to receive technical assistance.

### 1. Purpose of the Agreement

The Program provides technical assistance to support the development, adoption and implementation of and compliance with the energy code, reach codes and building performance standards policies. By signing this Agreement, the Participant agrees to act as a responsible steward of the Program's resources and offerings.

### 2. Participant Responsibilities

The Participant agrees to:

- a. Use the technical assistance provided solely for the purposes of advancing energy code development, adoption, implementation or compliance.
- b. Act in good faith to ensure the Program's resources are utilized effectively and responsibly.
- c. Acknowledge that the Program's assistance is advisory in nature and does not constitute legal or regulatory advice.

### 3. The Parties' Responsibilities and Limitations

The Parties:

- a. Offer technical assistance as a resource and do not guarantee specific outcomes or results.
- b. Are not responsible for any decisions, actions or policies implemented by the Participant based on the assistance provided.
- c. Do not endorse, guarantee or warrant any particular manufacturer or product and provide no warranties, expressed or implied, including any implied warranty of merchantability or implied warranty of fitness for any product or services.

### 4. Legal Liability and Indemnification

The Participant acknowledges and agrees that:

- a. The Parties are not liable for any legal claims, disputes or litigation arising from the adoption, implementation or enforcement of energy codes or reach codes.



- b. The Participant assumes full responsibility and liability for any legal or regulatory actions related to their use of the Program's assistance.
- c. The Participant agrees that the Parties shall not be liable to Participant for — and participant expressly discharges and releases the Parties from and against — any liabilities, damages or losses, including loss of use, costs or expenses (including attorneys' fees, other legal fees, expert fees and costs of litigation) of any kind, whether direct, indirect, consequential, incidental or special (collectively, "liabilities").
- d. The Participant agrees to indemnify and hold harmless the Parties from any claims, damages or liabilities arising from the Participant's actions or decisions.

**5. Termination of Assistance**

- a. The Program reserves the right to terminate assistance if the Participant fails to comply with the terms of this Agreement or misuses the Program's resources.

**6. Acknowledgment and Acceptance**

By signing below, the Participant acknowledges that they have read, understood and agree to the terms of this Agreement.

Participant Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

