

## CO-MARKETING AGREEMENT

This Co-Marketing Agreement ("Agreement") is made as of [DATE] (the "Effective Date") by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and Renovate America, Inc. ("Renovate America").

### RECITALS

A. SBCCOG and Renovate America desire to work together to encourage greater adoption of renewable energy programs.

B. In order to achieve this goal, the parties will establish a "Renewable South Bay" outreach program and leverage SBCCOG's well established relationship with cities to further establish PACE, including the "HERO Program," as a widely accepted finance tool.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

**1. Scope.** The scope of the Co-Marketing Activities ("Co-Marketing Activities") are set forth on Exhibit A attached hereto.

#### **2. Term and Termination.**

2.1. This Agreement shall begin on the Effective Date and continue through June 30, 2017, unless earlier terminated as provided herein.

2.2. Either party may terminate this Agreement without cause upon fifteen (15) days' written notice to the other party. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. Should the Agreement be breached in any manner, the non-breaching party may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the breaching party to remedy the violation within the stated time or within any other time period agreed to by the parties. Immediately upon receiving written notice of termination, shall discontinue any and all Co-Marketing Activities.

#### **3. Intellectual Property.**

3.1. Subject to and in accordance with the terms and conditions of this Agreement, each party grants to the other a limited, non-exclusive, royalty-free, non-transferable, and non-sublicensable, license during the Term to use, solely in connection with the Co-Marketing Activities: (i) the Party's respective Trademarks (defined below); and (ii) any materials or content provided by one party to the other for use hereunder. For the purposes of this Agreement, "Trademarks" means all rights in and to US trademarks, service marks, trade dress, trade names, brand names, logos, corporate names and domain names, and other similar designations of source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world. The parties grant no other right or license to the other by implication, estoppel or otherwise. The parties acknowledge that each

party owns all right, title and interest in, to and under their respective Trademarks and that the other party shall not acquire any proprietary rights therein. Any use by the parties of the other's Trademarks and all goodwill associated therewith shall inure to the benefit of owner of the Trademarks.

3.2. If and to the extent the Co-Marketing Activities include the creation of materials or content for dissemination to the public, the materials or content must be approved by both parties within one week prior to dissemination.

**4. Assignment.** Neither party may assign or transfer any interest in this Agreement nor the performance of any of obligations hereunder, without the prior written consent of the other party; provided, however, Renovate America may assign this Agreement to any entity that acquires all, or substantially all, of its assets without the prior written consent of SBCCOG.

**5. Independent Contractors.** The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venturer of the other.

**6. Notices.** Any notices required to be given under this Agreement by either party to the other may be affected by any of the following means: by electronic correspondence (email), by personal delivery in writing by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses in this Section, but each party may change the address by giving written or electronic notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Electronic notices are deemed communicated as of actual time and date of receipt. Any electronic notices must specify an automated reply function that the email was received.

SBCCOG:  
South Bay Cities Council of Governments  
20285 S. Western Ave., Suite 100  
Torrance, CA 90501  
Attention: Jacki Bacharach, Executive Director  
Email: jacki@southbaycities.org

Renovate America:  
Renovate America  
16620 W. Bernardo Dr.  
San Diego, CA 92127  
Attention: Rex Richardson  
Email: rrichardson@renovateamerica.com

**7. Force Majeure.** Neither Party will be liable for a delay in performing its obligations under this Agreement to the extent that delay is caused by an event beyond the reasonable control of the affected Party, including (without limitation) insurrection, war, riot, explosion, nuclear incident, fire, flood, earthquake, or action or decree of a superior governmental body; provided, however, that the non-performing Party uses commercially reasonable efforts to mitigate any non-performance.

**8. Compliance with Laws.** Each party hereto shall perform their respective obligations hereunder in accordance with all applicable federal and state laws, rules, and regulations.

**9. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of California.

**10. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

**11. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Renovate America and SBCCOG. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"SBCCOG"  
South Bay Cities Council of Governments

By: \_\_\_\_\_  
(SBCCOG CHAIR) (Signature)

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
SBCCOG Secretary

"Renovate America"  
Renovate America, Inc.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

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

## Exhibit A

### Scope

#### Objective

The parties shall work together to establish a “Renewable South Bay” outreach program that sets to encourage broader adoption of solar by homeowners and “streamlined solar” permitting processes.

Leverage SBCCOG’s well established relationships with cities to further establish HERO and PACE as a widely accepted finance tool to achieve local sustainability goals.

#### Responsibilities

What SBCCOG will do:

- Conduct grassroots outreach to South Bay cities and public.
- Establish a Renewable South Bay subcommittee, of the Energy Management working group or other SBCCOG working group such as Livable Communities or Climate Action Planning/Energy Efficiency, made up of sustainability and program staff of the 16 member cities as a venue to share program progress and receive ongoing input.
- Work with cities to coordinate co-branded marketing materials.
- Partner with Renovate America on a public launch.

What Renovate America will do:

- Develop strategy/platform to display solar adoption data/progress within cities.
- Support the Renewable South Bay working group.
- Produce and provide the agreed upon marketing materials
- Track Measurable Outcomes
  - Renovate America will establish a baseline of data, per city, that allows for ongoing tracking and measurement of solar adoption.
  - Demonstrate the collective impact of the HERO Program, by monitoring ongoing penetration within cities, intuitively compared to solar adoption rates as a whole.
  - Track and demonstrate solar capacity (kWh) installed, environmental and economic impacts in the South Bay (e.g., bill savings, emissions reduced, carbon footprint, etc.).

#### Outreach

The parties shall:

- Coordinate a public launch press event.
- Partner with the HERO Program on a co-branded marketing program to property owners.

- Leverage other sustainable program partners to deliver a comprehensive message of sustainable actions for residents and property owners.
- Provide grassroots outreach to the public as needed.
- SBCCOG will coordinate outreach to member cities on data and other program needs.

**Funding**

Renovate America will provide \$10,500 to support the parties' Co-Marketing Activities under this Agreement.