



Renewable Express Loan Program

Powered by EGIA's GEOSmart Financing Clearinghouse

Enrollment Instructions

THE FOLLOWING MUST BE SUBMITTED WITH THIS APPLICATION

- 1:** Company's balance sheet and income statement for most recent year-end (and most recent month/year to date if more than 6 months old).
- 2:** Copies of business licenses.
- 3:** Copies of insurance summary pages.
- 4:** Copy of voided check for business checking account (in order to set-up direct deposit for loan funding)

When you have completed the entire Enrollment Package and have gathered all of the required documents listed above, please fax or email them to EGIA Contractor Services (contact information listed below). Please note, your Enrollment Packet **will not** be processed until EGIA Contractor Services receives **all of the required documents** listed above.

EGIA Contractor Services

Fax: 800-506-9073

Phone: 866-797-7343

Email: saveenergy@egia.org

Contractors must have at least 5 years in business and a minimum net worth (equity) of \$50,000 to be considered for approval on the GEOSmart Renewable Express Loan Program. Time in business exceptions can be made for financially strong companies with good reputations.



RENEWABLE EXPRESS LOAN

Program Enrollment Application

SECTION I. LEGAL INFORMATION

Firm's Legal Name _____ Firm's Trade or DBA Name (If any) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Federal Tax ID Number _____

Owner Names(s) _____

Owner E-mail _____ Owner Cell Phone _____

I am a dealer of: Goodman Amana Daikin Franklin N/A Distributor Name _____

SECTION II. TRADE REFERENCE (PROVIDE THREE REFERENCES)

Name _____ Name _____ Name _____

Address _____ Address _____ Address _____

Contact _____ Contact _____ Contact _____

Phone _____ Phone _____ Phone _____

High Credit _____ High Credit _____ High Credit _____

Goods/Services Purchased _____ Goods/Services Purchased _____ Goods/Services Purchased _____

SECTION III. ADMINISTRATOR AND ADMINISTRATIVE SUPPORT PERSONNEL

Name _____ Name _____

Title _____ Title _____

Email _____ Email _____

SECTION IV. PERSON RESPONSIBLE FOR TRAINING

Name _____ Title _____

Email _____ Cell Phone _____

SECTION V. BUSINESS QUESTION

Yes No Has the Company or any of its principals ever filed for bankruptcy? (If yes, attach a description of who, when and where filed.)

SECTION VI. AUTHORIZATION

By completing and signing this application I am certifying the accuracy of the information contained herein and have such authority on behalf of the entity named in this application. I further authorize EnerBank USA to verify my Company's credit and other references contained herein and to obtain credit reports on Company's principals if required.

Signature _____ Title _____

Printed Name of Signer _____

Date _____ Authorized Representative Of _____

PLEASE COMPLETE AND SUBMIT BY MAIL FAX OR EMAIL

Electric & Gas Industries Association
3800 Watt Avenue, Suite 105
Sacramento, CA 95821
Fax: (800) 506-9073



If you have questions, call (866) 797-7343
or email saveenergy@egia.org

**GEOSMART RENEWABLE CUSTOMER FINANCE PROGRAM
CONTRACTOR AGREEMENT**

THIS CUSTOMER FINANCE PROGRAM CONTRACTOR AGREEMENT (this “Agreement”) is made as of the _____ day of _____, 201__, between _____ (“Contractor”), and EGIA (Electric & Gas Industries Association, a non-profit trade association (“Company”).

WITNESSETH:

In consideration of the representations, agreements and covenants contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Contractor and Company agree as follows:

1. SCOPE OF PARTICIPATION

Contractor shall participate in a residential home improvement finance program (the “Financing Program”) offered through EnerBank USA (“EnerBank”) under the terms and conditions of this Agreement.

- A. Contractor certifies that Contractor has completed the training provided by EnerBank related to the Financing Program, and will comply with the rules and regulations set forth in the training.
- B. Contractor shall mention the Financing Program to all prospective purchasers of Eligible Improvements as described below (“Customers”).
- C. Only products described in Exhibit A are eligible to be financed (“Eligible Improvements”). Exhibit A may be revised by Company from time to time, and Company shall notify Contractor of such revision(s).
- D. Under no circumstances may Contractor permit a third party, including any affiliate of Contractor, to use the Financing Program using Contractor’s name and/or Contractor’s EnerBank contractor number. Any such use or attempted use of the Financing Program by a third party may result in the immediate termination of Contractor from the Financing Program.
- E. Contractor Responsibilities:
 - (1) Ensure all of Contractor’s employees are advised of the requirements related to offering the Financing Program to Customers.
 - (2) Refrain from preparing or disseminating any written materials regarding the Financing Program other than those provided or approved by Company.
 - (3) Treat any information related to Customer’s loan under the Financing Program (a “Loan”) as confidential and refrain from disclosing it to any third party.
 - (4) Refrain from discussing with any Customer the likelihood of Loan approval by EnerBank.

- (5) Refrain from taking any Loan application information from a Customer or pulling any credit reports on a Customer prior to the time that the Customer has been declined for a Loan by EnerBank.
 - (6) Refrain from assessing any fee related to a Loan.
 - (7) Refrain from asking any Customer to sign a Payment Authorization Form that includes a statement that the project has been completed to the Customer's satisfaction in advance of actual project completion.
 - (8) Ensure that any subcontractor working on a project funded in whole or part by a Loan is properly licensed.
- F. Contractor may notify Customers of certain types of Loans available to Customers for a specific promotional period as authorized by Company from time to time. The following types of Loans may be authorized by Company:
- (1) Traditional monthly installment Loans ("TIL").
 - (2) Same as cash Loans ("SAC").
(90-day, 180-day, 365-day, 18-month, and 24-month SAC).
 - (3) Zero interest Loans ("ZIL").
 - (4) Reduced interest Loans ("RIL").
 - (5) Traditional monthly installment flex Loans ("TIL-Flex").
 - (6) Same as cash flex Loans ("SAC-Flex").
(180-day, 365-day, 18-month, and 24-month SAC).
 - (7) Zero interest flex Loans ("ZIL-Flex").
 - (8) Reduced interest flex Loans ("RIL-Flex").
 - (9) Same as cash Loans with interest rate reduction and re-amortization option ("SAC RE-AM"). (365-day and 18-month SAC RE-AM)
 - (10) Reduced interest Loans with re-amortization option ("RIL RE-AM").
 - (11) Reduced interest Flex Loans with re-amortization option ("RIL-Flex RE-AM").
A SAC RE-AM Loan gives the Customer the option to reduce the interest rate, term, and monthly payments of their Loan if they repay a certain percentage of the initial principal amount of the SAC RE-AM Loan during the same as cash promotional period. A RIL REAM or RIL-Flex RE-AM Loan gives the Customer the option to reduce the monthly payments of their Loan if they repay a certain percentage of the initial principal amount of the Loan during the 18-month promotional period. All 3 Flex Loans allow for the Loan to be disbursed to the Customer in two advances. The first advance cannot exceed fifty percent (50%) of the Loan amount, and the sum of both advances equals the Total Commitment Amount. The minimum Total Commitment Amount may not be less than four thousand dollars (\$4,000.00), and the minimum amount of the first advance may not be less than one thousand dollars (\$1,000.00); provided, however, that for any RIL-Flex RE-AM Loan, the

minimum Total Commitment Amount may not be less than fifteen thousand dollars (\$15,000.00). A Customer may enter into both a SAC or SAC RE-AM and a RIL with Bank (“EZ Combo Loan”) to finance the cost of home improvements and services which meet The GeoSmart Program criteria (“Project”) where (i) the SAC or SAC REAM can be funded before completion of the Project, (ii) the sum of the amount of the SAC or SAC RE-AM and the amount of the RIL equals the EZ Combo Loan Amount, (iii) the amount of the SAC or SAC RE-AM cannot exceed fifty percent(50%) of the EZ Combo Loan Amount, and (iv) the amount of the SAC or SAC REAM may not be less than four thousand dollars (\$4,000.00). Either party can terminate EZ Combo Loan at any time and for any reason.

- (12). Company will advise Contractor of a promotional code for each SAC, SAC-Flex, ZIL, ZILFlex, RIL, RIL-Flex, SAC RE-AM, RIL RE-AM and RIL-Flex RE-AM (collectively referred to as the “Loan Payment Options.”) Company will also advise Contractor of a promotional code for each TIL-Flex. The correct promotional code must be provided to EnerBank by Customer in order to receive any such Loan Payment Option or TIL-Flex.

All flex Loans allow for the Loan to be disbursed to the Customer in two advances. The first advance cannot exceed fifty percent (50%) of the Loan amount, and the sum of both advances equals the Total Commitment Amount.

- G. Company will advise Contractor of a promotional code for each SAC, SAC-Flex, ZIL, ZIL-Flex, RIL, and RIL-Flex (collectively referred to as the “Loan Payment Options.”) Company will also advise Contractor of a promotional code for each TIL-Flex. The correct promotional code must be provided to EnerBank by Customer in order to receive any such Loan Payment Option or TIL-Flex.
- H. A lump sum, non-refundable fee will be charged to Contractor by EnerBank on each Loan closed pursuant to a Loan Payment Option, except that such fee will be charged on each advance closed under any Loan Payment Option that is a flex Loan. Before the end of each calendar month, Company will disclose in writing to Contractor the amount of the fee to be in effect for each Loan Payment Option for Loans approved during the next calendar month. The fee is due and payable by Contractor to EnerBank on the date the Loan closes (or the date any advance closes under a flex Loan) according to the instructions set forth in the Fee Payment Authorization Form (annexed hereto as Attachment A) executed by Contractor in connection with this Agreement.

2. TERM AND TERMINATION

Either party to this Agreement may terminate this Agreement or Contractor’s participation in the Financing Program, at any time and for any reason.

3. INDEPENDENT CONTRACTOR

This Agreement does not and shall not be construed to establish a partnership, joint venture, agency relationship or other form of business association between Contractor and Company. Contractor is not an agent of EnerBank and shall not act as an agent of EnerBank. Contractor has no authority to speak or act on behalf of EnerBank or legally bind EnerBank in any way.

4. AMENDMENT; ASSIGNMENT

The terms of this Agreement shall not be changed, superseded or supplemented, except in writing, signed by the parties hereto. This Agreement shall not be assigned without Company’s written consent. Any such attempted assignment without such consent shall be void and of no effect.

5. BOOKS AND RECORDS; REPORTING

At the Company’s request, EnerBank will provide via a secure website or by other means as determined by EnerBank from time to time, information about the Financing Program to Contractor (including Contractor’s employees and agents authorized by Contractor to access or receive such information). Such information shall include Loan application activity, booked Loan volume, details regarding the amount, type and eligible improvement for each Loan, and other information deemed relevant by EnerBank (“Loan Information”). Contractor will use Loan Information only for purposes related to the Financing Program and in strict compliance with the confidentiality provisions of this Agreement and the terms of use of the secure website. Contractor will require Contractor’s employees and agents to use Loan Information only for purposes related to the Financing Program and the terms of use of the secure website. Contractor understands and agrees that EnerBank may terminate at any time and for any reason Contractor’s access to the secure website or the access of any individual user previously authorized by Contractor.

6. INDEMNITY/INSURANCE

Contractor hereby agrees to indemnify and hold Company harmless with respect to any claims, expenses (including attorneys’ fees), liability or damages arising out of (i) any representation or warranty of Contractor contained in this Agreement being false or misleading in any material respect, (ii) the failure of Contractor to comply with any of its covenants contained herein, or any applicable federal, state, or local law, rule or ordinance, unless such failure was attributable to negligence, fraud or other misconduct of Company, its employees and agents, (iii) the negligence, fraud, or other misconduct of Contractor or any of its employees, subcontractors or agents, or (iv) any defect in the goods sold by Contractor or in any services performed in connection therewith, or any breach of any express or implied warranty in connection with any such goods or services.

The Contractor shall procure and maintain at its expense during the term of this Contract, the following types of insurance: Workers Compensation and General Liability. Contractor shall provide Company with a certificate of insurance evidencing such insurance coverage as provided for herein and evidence of renewals thereof.

The provisions of this Section 6 shall survive termination of this Agreement.

7. ENTIRE AGREEMENT; GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of California, exclusive of principles of conflicts of laws. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, and constitutes the entire agreement between the parties hereto. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day first above written.

CONTRACTOR

COMPANY

Company Name: _____

By: EGIA

Name: _____

Name: Eric Howarth

Signature: _____

Signature: _____

Title: _____

Title: VP Contractor Services

EXHIBIT A
Eligible Improvement List
(As of the date of the Agreement, subject to revision by Company.)

Number	Description	7378	Dehumidifier	7355	Trash Compactor
7500	Addition	7908	Septic System	7497	Game Court
7400	Natural Gas Generator	7609	Den/Family Room	7528	Tree Service
7339	Appliance - Major Energy Consuming	7905	Sewer Lines	7631	Game Room
7335	Natural Gas Stove	7342	Dishwasher	7110	Triathlon Systems
7223	Appliance Conversion to Gas	7366	Shades & Shutters	7511	Garage
7518	Outbuildings - Permanently Affixed	7362	Doors	7621	Trim Work - Interior
7501	Architectural Design-Exterior	7367	Shading Device	7364	Garage Doors
7125	Package Terminal A/C & Heat Pump	7363	Doors & Windows	7529	Trim Work - Outdoor
7600	Architectural Design-Interior	7617	Shelving & Storage	7144	Garage Heater
7519	Painting - Exterior	7506	Driveway & Paving	7622	Tub Resurfacing
7601	Attic	7532	Sidewalks	7347	Garbage Disposal
7612	Painting - Interior	7344	Dryer - General	7910	Underground Oil Storage Tanks
7124	Baseboard Radiation & Piping	7310	Siding	7222	Gas Fuel Line Installation
7520	Patio	7610	Drywall	7129	Unit Heater
7602	Basement	7803	Smoke & Fire Damage	7319	Gas Grill
7613	Plaster Work	7126	Ductless A/C & Heat Pump System	7096	UV Light Air Purifier
7625	Bath Remodeling	7047	Solar Panels	7317	Gas Outdoor/Natural Gas Lighting
7614	Plumbing	7305	Ductwork, Insulation, Thermostat & Piping	7623	Wallpapering
7360	Bathroom Appliance/Fixtures			7376	Gas Work-General
7521	Porch	7145	Solar Pool Heater	7308	Washer
7534	Boat Dock	7201	Electric Line Extension	7512	Gazebo
7403	Power Generator	7407	Solar System	7359	Water Conserving Shower Head
7140	Boiler	7302	Electric Wiring Upgrade	7000	Geothermal Heating & Cooling
7401	Programmable Thermostat	7902	Spa	7805	Water Damage
7502	Brick & Stone Work	7205	Electric Work-General	7513	Gutters and/or Covers and Equipment
7109	Radiant Slab or Ceiling	7136	Space Heater	7380	Water Heater
7604	Cabinets & Refacing	7507	Enclosures	7514	Handicap Access
7911	Radon Mitigation	7618	Sprinkler System - Interior	7530	Waterproofing - Exterior
7605	Carpet & Flooring	7332	Energy Recovery Ventilator	7515	Hauling & Cleaning
7324	Range/Oven	7524	Sprinkler System - Outdoor	7624	Waterproofing - Interior
7503	Carports	7900	Equipment Relocation	7143	Heat Pump
7307	Refrigerator	7525	Stone Walls	7402	Weather Stripping & Caulking
7377	Ceiling Fan	7138	Evaporative Coolers	7139	Heating & Cooling Combined
7615	Remodeling-Interior	7922	Storm Shelter	7404	Weatherization
7606	Ceilings	7508	Excavation	7127	Hydronic Air Handler
7800	Repair Work - Appliance	7369	Storm Shutters	7318	Window Air Conditioning
7137	Central Air Conditioning	7294	Exterior Ceramic Coating	7130	Infrared Heater
7801	Repair Work - HVAC System	7370	Storm Windows	7371	Window Film
7341	Central Vacuum	7312	Fan	7611	Kitchen Remodeling
7804	Repair Work - Water Heater	7903	Structural Bracing	7372	Window Treatment
7504	Chimney/Chimney Liner	7509	Fencing	7338	Landscape Lighting
7522	Retaining Wall	7526	Structural Improvement - Exterior	7361	Windows
7607	Closets	7313	Filters, Air Cleaners, Humidifier	7516	Landscaping
7311	Roofing and/or Repair Work	7619	Structural Improvement - Interior	7405	Wind-proofing
7147	Conversion Burner	7373	Fireplace Modifications	7374	Lighting-General
7923	Safe Room	7531	Sun Room	7406	Winterizing
7152	Corn Burning Stove, Furnace or Boiler	7337	Fireplaces - General	7349	Low Water Usage Toilet
7365	Screening	7325	Surge Protection	7146	Wood Heating Appliance
7608	Counter-top	7510	Foundation	7517	Masonry
7523	Seal Coating	7904	Swimming Pool	7333	Zone Control System
7505	Deck	7306	Freezer		
7616	Security System	7620	Tiling		
		7142	Furnace		

The above list is only for purchases by homeowners, and no pre-paid lease or Purchase Power Agreement will be considered as an Eligible Improvement.

Attachment A

Fee Payment Authorization Form

I. Authorization to Deduct Loan Fees from Loan Proceeds

Contractor hereby authorizes EnerBank USA (“Bank”) to deduct from the Loan proceeds set forth on any Payment Authorization Form (“PAF”) the amount of any applicable Loan Payment Option fees (“Loan Fees”) when payable as specified in the loan program agreement under which any such Loan is made, entered into between **9120: EGIA - Renewable** (“Loan Program Sponsor”) and _____ (“Contractor”).

(If your company has a trade or d/b/a name in addition to its corporate name, please include both.)

II. Payment of Net Loan Proceeds

Contractor understands that upon receipt by Bank of a properly executed and valid PAF from Contractor, Bank will pay to Contractor, typically within one (1) business day, the amount of the Loan proceeds set forth on the PAF **minus applicable Loan Fees** owed by Contractor to Bank (the “Net Loan Proceeds”) by an ACH transfer to Contractor’s bank account specified below. Contractor also understands that such payment may be delayed to the extent Bank deems it necessary to confirm the accuracy of statements contained in the PAF. By accepting the Net Loan Proceeds from Bank, Contractor acknowledges that borrower has paid to Contractor the full amount of the Loan proceeds set forth on the PAF.

Please check if the information below represents a change to information previously submitted.

Bank Name _____

ABA Routing # _____
(9 digits usually preceding your account number at the bottom of a check)

Account # _____

Account Name _____

Federal Tax ID # _____

Contractor’s Address _____

Authorized Signer Name _____
(print)

Authorized Signer Phone _____

Signature: _____
Digital Signature Not Accepted *(x)*

Date _____

IMPORTANT: Please attach a copy of a blank check for the above referenced account