

CONTRACTOR INFORMATION

Business Name	Type of Business		
Address	City	State	Zip code
Telephone	Fax		
Email	Website		
Owner or Principal	Title		
Installation Supervisor	Cell phone		

Personnel who attended mandatory Training Workshop (at least one must attend):

Name _____ Name _____

Name _____ Name _____

Business Licence #: _____

Reseller's Permit #: _____

CA Contractor's License #: _____ Date of expiration: _____

Liability Insurance Policy #: _____ Amount: _____
(at least \$2,000,000)

Please attach a copy of:

- Standard Warranty offered with all systems
- Workman's Compensation Insurance Policy
- Liability Insurance Policy showing at least \$2,000,000 limit
- Auto Insurance proof of coverage

(over)

TERMS AND CONDITIONS

Indemnification: To the fullest extent provided by law, Contractor agrees to defend, indemnify, protect and hold harmless the California Center for Sustainable Energy (CCSE), its agents, officers, managers, directors and employees, from and against any claim, action, losses, liability, proceeding, suit or liability for general, special, incidental and consequential damages, costs (including reasonable attorneys' fees) or expenses, including:

- (a) injury or death of persons, including but not limited to employees of CCSE and Contractor;
- (b) injury to property or other interests of CCSE, Contractor or any third party;
- (c) violation of any local, state or federal common law, statute or regulation, including but not limited to, environmental laws or regulations;
- (d) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (a) – (c) above) arises from or is in any way connected with Contractor's performance of, or failure to perform any obligation under this Agreement, however caused, regardless of any strict liability or negligence of CCSE, whether active or passive, excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by the sole negligence or willful misconduct of CCSE, its officers, managers, or employees.
- (e) Contractor further agrees that the indemnification, including the duty to defend CCSE, requires Contractor to pay reasonable attorney's fees and any cost CCSE incurs associated with the defense of any claim, demand, action, cause of action or complaint arising from work performed by Contractor pursuant to this Agreement as well as any such fees or costs incurred by CCSE in the enforcement of this indemnification provision.
- (f) CCSE may, at its own election, conduct its defense, or participate in the defense of any claim demand related in any way to the Agreement. If CCSE chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any claim, demand or liability related to Contractor's acts or omissions under this Agreement (including without limitation, Contractor's failure to indemnify as required herein), Contractor agrees to pay the reasonable value of attorney's fees and all of CCSE's costs associated with its defense.
- (g) I understand that all single family residential systems installed for incentives must be SRCC OG300 certified, and that all commercial systems require collectors that are OG100 certified, or if appropriate, systems that are OG300 certified, and that all systems must have automatic freeze protection. I agree that I will not substitute components, or change configuration of systems from data submitted to SRCC for system or collector certification. I understand each system requires an Owner's Manual, a 10-year Collector warranty, five year warranty on other parts, and a one year Labor warranty. I agree to allow my warranty to be published to facilitate comparison by customers.

We agree not to use CCSE's logo for any profitable purpose.

SIGNATURE

Name (please print)

Signature

Date

Title

CCSE will notify you if your application is accepted for participation.

FOR CCSE USE ONLY

<input type="checkbox"/> CA Contractors License Current <input type="checkbox"/> Workman's Compensation Insurance Policy Attached <input type="checkbox"/> Standard Warranty offered with all systems Attached <input type="checkbox"/> Liability Insurance Policy showing \$2,000,000 limit Attached <input type="checkbox"/> Auto Insurance proof of coverage <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Notes:
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