



Cool Comfort Financing Program Contractor Participation Agreement

The Energy Network has developed the Cool Comfort Financing Program (Program) to provide low cost financing to engage and increase participation from Property Owners and Contractors to perform HVAC upgrades in compliance with local codes and standards, install higher efficiency (above code) equipment, and utilize a well-established low cost financing program. Cool Comfort Financing Program is administered by BKi on behalf of The Energy Network and Los Angeles County in collaboration with California Center for Sustainable Energy.

This Cool Comfort Financing Program Contractor Participation Agreement (Agreement) between The Energy Network, Los Angeles County, BKi, and California Center for Sustainable Energy (“Program Administrators”) and contractor (“Participating Contractor”), is made with respect to the Cool Comfort Financing Program (“Program”). This Agreement is completely voluntary and can be terminated at any time for any reason by The Energy Network, CCSE or the Participating Contractor with prior written notice from the terminating party to the other party. In the event of termination of the Agreement for non-compliance, the Participating Contractor will be notified of such termination in writing, and will be allowed 30 days from the date of the notification to submit any remaining documentation for qualifying equipment or improvements that have previously been installed by the Participating Contractor.

Eligible contractors must take one of the following two paths to participate:

Path A	Path B
<ol style="list-style-type: none"> 1. Be a participating contractor in good standing with one of the following programs in SCE, SoCalGas or SDG&E territory: <ul style="list-style-type: none"> • Energy Upgrade California™ Home Upgrade • Investor-Owned Utility Quality Installation Program • Home Performance with ENERGY STAR 2. Sign the Cool Comfort Financing Program Contractor Participation Agreement. 	<ol style="list-style-type: none"> 1. Hold a current C-20 license in good standing. 2. Submit current certificate of insurance that meets Program requirements, meet additional insured endorsement and submit additional insured endorsement certificates. 3. Sign the Cool Comfort Financing Program Contractor Participation Agreement.

Program Administrators Commitments: The Program Administrators shall provide the following:

1. Information for Participating Contractors on Program procedures, requirements, qualifying measures and equipment specifications.
2. On-site inspection of Customer’s home, per the Program’s permit compliance and quality control (QC) requirements.

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3. Inclusion of Participating Contractor contact information on the Program's website for property owners to view once Participating Contractors have met all program requirements.
4. Program Administrators' support to help Participating Contractors achieve success in the Program by delivering high-quality services, assisting with program related issues and answering contractor questions.

Participating Contractor Commitments:

Participating Contractor agrees to strictly comply with each of the following regarding its participation in the Program:

1. The Program Contractor Manual, supplemented by program documentation, shall govern the program specific roles, responsibilities, requirements, policies and guidelines. The Participating Contractor acknowledges receipt of these documents and agrees to comply with all of their terms and conditions. The Participating Contractor shall immediately bring any ambiguity in, or conflict between these documents to the attention of The Energy Network for clarification and resolution.
2. Hold and maintain certifications, licenses, insurance coverage and obtain all legally-required building permits as required by local jurisdictions.
3. Install equipment meeting or exceeding specifications and/or eligible installations as listed in the Program Contractor Manual; misrepresentation of the installed equipment or improvements will not be tolerated.
4. Participating Contractor must ensure that the Contractor's certified technicians receive, at a minimum, training that is in compliance with each certification's continuing education credits requirement.
5. Install all qualifying improvements in a professional manner, consistent with industry standards, and in conformance with all applicable building codes, zoning laws, local, state, and federal requirements, and other relevant requirements.
6. Maintain accurate business records relating to the installation of qualifying measures according to customary industry practice for at least three years following installation. Business records must be made available for verification by Program Administrators if requested.
7. Participating Contractor shall not use Program Administrators name or logo in promotions or advertising without the express written consent of the applicable party.
8. Participating Contractor shall not misrepresent any information on program documents concerning their purpose, policies and procedures, or Participating Contractor's role in either the Program or their relationship with Program Administrators.
9. Participating Contractor shall not falsify any invoice to take credit for program measures that had been performed prior to closing documents submission.
10. Participating Contractor understands that participation in the Program does not constitute an endorsement of the Participating Contractor of any kind by Program Administrators. Participating Contractor shall not state or imply any such endorsement, either directly or indirectly.
11. Participating Contractor shall be solely responsible for the work of any and all subcontractors.
12. The Participating Contractor must provide participating Property Owners with all required



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materials and documentation as described in the Cool Comfort Financing Program Contractor Participation Agreement.

13. Participating Contractor must allow field inspections by Program Administrators or their designee of work that has been performed.
14. Participating Contractor, upon request from Program Administrators and at no additional cost to the Property Owner, shall make reasonable repairs or corrections to work that Participating Contractor has performed to bring such work up to Program standards as set forth in the Cool Comfort Financing Contractor Participation Agreement.

Participating Contractor understands that failure to pull a project permit or complete the permit compliance process will result in a warning. If Participating Contractor accumulates three warnings (regardless of timespan), a written notice of termination as a Cool Comfort Financing Program Participating Contractor will be given and the contractor will no longer be able to participate in the Program.

Limitation of Liability:

IN NO EVENT SHALL THE ENERGY NETWORK, LOS ANGELES COUNTY AND ITS REPRESENTATIVES, BKI, CALIFORNIA CENTER FOR SUSTAINABLE ENERGY AND ITS REPRESENTATIVES, OR SCE & SOCALGAS, BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification:

To the fullest extent permitted by law, Participating Contractor shall, at its own cost, defend, indemnify, and hold harmless The Energy Network, Los Angeles County and its representatives, BKI, California Center For Sustainable Energy and its representatives, Southern California Edison, and Southern California Gas, including their officers, directors, employees, agents, assignees and successors in interest, from and against any and all liability (including damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expenses, and all court or arbitration or other dispute resolution costs) resulting from, arising out of, or in any way connected with this Agreement or acts and/or omissions of the Participating Contractor.

Insurance Requirements:

IMPORTANT – If you are a participating contractor in one of the following programs: Energy Upgrade California™ Home Upgrade Program, Investor-Owned Utility Quality Installation Program, or Home Performance with ENERGY STAR Program, you have met insurance requirements and do not need to provide the following: proof of insurance, additional insured endorsement and certificates.



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During the term hereof, Participating Contractor shall maintain the following minimum insurance coverage and limits of liability unless stated herein:

Description	Program Requirement
Commercial General Liability	Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions. The limit shall not be less than \$1,000,000 each occurrence / \$2,000,000 in aggregate for bodily injury, property damage and personal injury.
Business Automobile Liability	Coverage shall be at least as broad as the ISO Business Auto Coverage form covering Automobile Liability, Code 1, and owned and operated company vehicle. The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.
Worker's Compensation	Statutory Workers Compensation in accordance with California state and local requirements. Employers Liability insurance shall not be less than \$1,000,000 for injury or death each accident. California Statutory Workers Compensation insurance is not required if you have no employees (please provide a waiver for workers compensation liability with your Contractor Application if you have no employees)
Professional Liability, Errors, and Omissions	Professional Liability insurance is not required. However, the contractor is encouraged to consider such coverage in consultation with the Contractor insurance broker.

The corresponding coverage held by the Participating Contractor is for the sole use and protection of the Participating Contractor. All coverage obtained and maintained by the Participating Contractor shall be primary to and non-contributory with any and all applicable coverage held by Program Administrators. All coverage obtained and maintained by the Participating Contractor shall contain cross-liability coverage and severability of interests language. Program Administrators shall not be responsible for any deductibles, self-insured retentions and/or waiting periods that may appear in the policies.

Receipt, or failure to receive, or failure to request any certificate of insurance for any of the required insurance coverage and limits shall not act or be construed as an approval of Participating Contractor's insurance or as a release or waiver of Participating Contractor's obligation to provide any or all of the insurance coverage and limits required therein. Said certificates shall contain evidence that the policy or policies shall not be canceled or altered without providing at least thirty (30) calendar days prior written notice to Program Administrators.

As part of the application to become a participating contractor, current certificates of insurance must be supplied with the following requirements:



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1. Insured company name and address matches CSLB listing.
2. Coverage values as described in table above.
3. "Description of Operations" language matches the Program's requirements outlined below.
4. Certificate holder names and addresses as listed below.

Additional Insured Endorsement Certificates: The Energy Network, Los Angeles County, BKi, California Center for Sustainable Energy, Southern California Edison, and Southern California Gas.

Description of Operations – "The Energy Network, Los Angeles County, BKi, California Center for Sustainable Energy, Southern California Edison, Southern California Gas, and their respective affiliates, subsidiaries, directors, officers, representatives, agents and employees are named as additional insureds¹ with respect to liability arising out of or connected with the work performed by or for the contractor. Coverage is primary & noncontributory."

Additionally Insured Endorsement: The Certificate Holders are to be named as additional insured, using the addresses below:

The Energy Network 523 W 6 th St Suite 1129 Los Angeles, CA 90014	Los Angeles County ISD Contracting Division 1100 Eastern Ave Los Angeles, CA 90063	BKi 1000 Broadway Suite 410 Oakland, CA 94607
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Applicable Law:

This Agreement shall be governed, construed and interpreted under the laws of the State of California. Federal rules and regulations govern as applicable.

Incorporation:

All appendices referenced above are hereby incorporated herein by this reference.

Company Name: _____

Company Address: _____

Company Phone Number: _____

¹ In the event the Commercial General Liability policy includes a "blanket endorsement by contract," add the phrase "under a blanket endorsement."



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Company Email Address: _____

Check the eligible classification in which you are a participating contractor:

- Energy Upgrade California™ Home Upgrade Program
- Investor-Owned Utility Quality Installation Program
- Home Performance with ENERGY STAR Program
- Other - Specify CSLB License: _____

The information provided above will be listed on the *Cool Comfort Financing Participating Contractor List* online.

By signing this Agreement, Participating Contractor (or duly authorized representative) certifies that:

- Participating Contractor does not have any unresolved or outstanding complaints before the California State Department of Labor, Licensing and Regulation or a pattern of outstanding litigation that involves his or her work.
- Participating Contractor's representative has the necessary legal authority to act on Participating Contractor's behalf.
- All of the information provided is accurate.
- Participating Contractor has read, understood, and hereby agrees to all of the terms and conditions of this Agreement.
- If taking Path B to participate, it is required to submit the following documents prior to participation in the program:
 - Current Business License;
 - Executed IRS Form W-9; and
 - Current certificates of Insurance as described above under Insurance Requirements.

Contractor Signature

Contractor Name (printed)

Company Name

Date

Submit this completed application and all supporting documentation to the following email address: coolcomfort@theenergynetwork.com. If you have questions call (877) 785-2237.