

## Green Jobs-Green New York Financing Contractor Application

All work financed with a Green Jobs-Green New York Loan must be installed by a participating contractor. To ensure that only qualified contractors are enrolled in the program, Green Jobs-Green New York (GJGNY) Financing and Energy Finance Solutions have established guidelines for participation, as described in the Contractor Participation Guidelines.

To be considered to offer GJGNY Financing, please complete this application, sign the Contractor Participation Agreement for Consumer Financing and forward them with an insurance certificate to:

Energy Finance Solutions Green Jobs-Green New York Financing 431 Charmany Drive Madison, WI 53719

The forms can also be faxed to 608-249-5788 or emailed to the following three people: Dan Streit -DanS@weccusa.org; Nancy O'Brien - <u>NancyO@weccusa.org</u>; AND Barb Leibfried -<u>BarbL@weccusa.org</u>. Should you have any questions, call GJGNY Financing at 800-361-5663. Once approved to offer GJGNY Financing, you will receive a confirmation letter and related forms within a week.

Business Information (please print clearly and answer all questions)					
Business Name:					
Address:	City:		State/Zip:		
Contact (person to receive all progr	cam information):				
Telephone Number#: ( )		Email:			
		Linuii.			
Fax Number#: ( )					
Type of Business: Corporation	□ Partnership	Sole Proprietor	Years in Business:		
President's/Owner's Name:					
President's/Owner's Home Address:					
Tresident s/Owner's Home Addres	5.				
President's/Owner's Social Security Number:		Da	Date of Birth:		
· · · · · · · · · · · · · · · · · · ·					
Corporation Federal Tax ID #:					
<b>2 0 1 1</b>					
Co-Owner's Name:					
Co-Owner's Address:					
Co-Owner's Address:					

		NEW YORK STATE OF OPPORTUNITY.	NY-Sun	
NY-Sun Incentive Program		Y		
Co-Owner's Social Security Numb	er:	Date of Birth:		
<b>References</b> Please list membership in any nation	onal or state-wide trade associ	ations:		
Please list three trade references (n	ame, affiliation, and phone#):			
1.				
2.				
3.				
Services Offered				
Please indicate those measures you				
Heating Syste				
Ground Sourc	1	Replacement Windows a:	nd Doors	
	oltaic (PV) Systems			
Please indicate the counties where your company does business*:				
*This information will be distributed to customers requesting the names of contractors in their area approved to offer GJGNY Loans. This information will also be posted on our Web site.				
The information provided above is true and correct. I understand that GJGNY Financing and EFS will use this information to determine whether my participation will be granted. This may include contacting references, the Better Business Bureau, obtaining personal credit report(s) on the principal owners, or other resources that will provide EFS with information necessary to make their decision.				
I have reviewed the Contractor Participation Guidelines. If approved, I understand that my future participation is contingent upon meeting the standards of the program defined in the Guidelines.				
Signature:	Date:			
Print or Type Name:	Title:			
For EFS Use Only Date Received: □Insurance Certificate	□Financial Information		ation	
Agreement				
Approved: DYes DNo	Date Notified:	DB:		



## Green Jobs-Green New York Financing CONTRACTOR PARTICIPATION AGREEMENT FOR CONSUMER FINANCING

GJGNY Loans are available to eligible Utility Customers through Green Jobs-Green New York (GJGNY) Financing and Energy Finance Solutions (EFS). To offer GJGNY Loans to your customers, contractors must meet the requirements specified in this Agreement.

- 1. CONTRACTOR must abide and conform to all applicable laws and maintain all applicable licenses required by the federal, state or local authority where the work is to be completed. In addition, CONTRACTOR agrees to abide by all applicable regulations, rulings, proclamations, statutes, and building codes of all government bodies having jurisdiction.
- 2. a. CONTRACTOR must have insurance coverage in the following amounts:
  - Comprehensive general liability for bodily injury and property damage with minimum limits of \$1,000,000
    Worker's compensation liability coverage in amounts established by state law

b. CONTRACTOR must have his/her insurance company provide an insurance certificate to GJGNY Financing/EFS to ensure that the above stipulated coverages are in effect.

- 3. CONTRACTOR will provide any and all labor, resources, and quantity (ies) of materials and products necessary to complete the job as specified in CONTRACTOR's bid, at no additional cost to the Utility Customer. CONTRACTOR is responsible for the costs of any and all indemnification, staffing, resources, products, and materials that are incurred by the Utility Customer as a result of the work performed under this contract and are not specifically itemized in the bid and/or change order (s).
- 4. CONTRACTOR will visit the site and warrant that all work, materials, and products provided have been performed as specified given the existing conditions of the site. This warranty will be provided in writing to the Utility Customer and will provide that all work performed under this contract will be free from defects in materials and workmanship for a period of five (5) years from the date of completed installation.
- All products and materials will be installed in accordance with manufacturer recommendations and instructions. Any manufacturer warranties for workmanship and/or materials that are compromised and/or voided as a result of work performed by CONTRACTOR will become the responsibility of CONTRACTOR.
- 6. CONTRACTOR will assign only trained, qualified, and licensed (where applicable) personnel to perform work financed with a GJGNY Loan. The work will be completed in a timely and professional manner that meets or exceeds currently accepted performance standards of the industry.
- 7. Contractor shall ensure that any subcontractor complies with all provisions of this Agreement.
- The CONTRACTOR will execute a written agreement with the Utility Customer prior to commencement of the delivery of services, incorporating all terms and conditions set forth in both this Agreement and CONTRACTOR's bid.
- 9. CONTRACTOR must abide by legitimate marketing and sales practices in accordance with applicable federal and state laws and regulations.

By signing this Agreement, CONTRACTOR does not become an agent, employee, or representative of the New York Energy Research and Development Authority (NYSERDA) or EFS. Any contractual relationship for work performed for a Utility Customer by CONTRACTOR is solely between CONTRACTOR and the Utility Customer and will be evidenced in full in the written agreement referenced in Item 8 above. GJGNY Financing and EFS will act only as a Lender of funds to the Utility Customer for eligible work under the Energy Loan Program that has been performed in compliance with the specifications in the written agreement between CONTRACTOR and the Utility Customer. NYSERDA and EFS may make changes to the program by written notice to the Contractor 30 days prior to the effective date of the change. NYSERDA and EFS reserve the right to restrict Contractor's participation or remove Contractor from the program at any time for any reason.

Business Name (please print clearly)

Date

Signature

Name and Title (please print clearly)



## ACH AUTHORIZATION (Optional)

Energy Finance Solutions (EFS) can make payment to you either by check or through an Authorized Clearing House (ACH) transfer. ACH transfers funds directly from EFS' bank account into your bank account through the Federal Reserve System. EFS is connected on-line to our bank and transfer requests submitted by 1:00 p.m. (CST) are processed that day, with the funds being available to you the next business day. Once we process the ACH transfer, we will fax you a transmittal form informing you of the amount transferred and the invoice(s) paid.

ACH allows EFS and the financial institution listed below to initiate electronic credit entries, and if necessary, debit entries, and/or adjustments for any credit entries, which were funded in error by EFS.

If you would like EFS to make payment to you through ACH transfers, please complete this form. Please clearly (print or type) and mailed to: Energy Finance Solutions, Green Jobs-Green New York Financing, 431 Charmany Drive, Madison, WI 53719

The form can also be faxed to 608-249-5788 or emailed to the following three people: Dan Streit -DanS@weccusa.org; Nancy O'Brien - NancyO@weccusa.org; AND Barb Leibfried BarbL@weccusa.org. Should you have any questions, call Green Jobs-Green New York Financing at 800-361-5663.

## AGREEMENT FOR AUTOMATED DEPOSITS (ACH CREDITS)

\_\_\_\_\_, hereinafter referred to as Contractor, hereby I, \_\_\_\_\_

(Contractor Business Name)

authorize Energy Finance Solutions, hereinafter referred to as EFS to initiate credit entries to Contractor's Checking Account indicated below and the depository named below, hereinafter referred to as Depository.

Depository Name:

Branch:

City, State, Zip:

Transit/ABA #: \_\_\_\_\_ Account #:\_\_\_\_\_

Name on Account:

This authority is to remain in full force and effect until EFS and Depository have received written notification from Contractor of its termination in such time and in such manner as to afford EFS and Depository a reasonable opportunity to act on it.

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

Name:

(Print Name)

Title:

Date: