



Residential Financing Product Installer Enrollment Form

INSTALLER INFORMATION

Legal Name of Business _____

DBA _____

Site Address _____ City _____

State _____ Zip Code _____ Phone _____ Fax _____

If Mailing Address and Site Address are different, include Mailing Address below.

Mailing Address _____

City _____ State _____ Zip Code _____

Other Office Locations (Only City Names Required) _____

Annual Sales Revenue (\$) _____ Years Company in Business _____ Fed Tax ID _____

License Type

C-60 C-13 Other: _____

License # _____ Expiration Date _____

Business Type

Sole Proprietorship S Corporation Limited Liability Company C Corporation

Other: _____

Company Website Address _____

PRIMARY COMPANY CONTACT

Contact Name _____ Title _____

Office Phone _____ Cell Phone _____ Email _____

OWNERSHIP

List all individuals that own 20% or more of the company

Contact Name	Title	% Owned	SS Number	Email



Residential Financing Product Installer Enrollment Form

BUSINESS INFORMATION

Services Offered (Check all that apply)

- | | | |
|--|--|---|
| <input type="checkbox"/> Solar PV | <input type="checkbox"/> Electric Vehicle Charging Station | <input type="checkbox"/> Commercial Energy Efficiency |
| <input type="checkbox"/> Solar Pool Heating | <input type="checkbox"/> Battery Storage | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Solar Water Heating | <input type="checkbox"/> Residential Energy Efficiency | |

Counties Serviced (Check all that apply)

- | | | |
|---------------------------------|------------------------------------|--------------------------------|
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Honolulu | <input type="checkbox"/> Kauai |
| <input type="checkbox"/> Maui | <input type="checkbox"/> Statewide | |

Languages Spoken by your Sales/Customer Service Staff

- | | | |
|-----------------------------------|-----------------------------------|---------------------------------------|
| <input type="checkbox"/> English | <input type="checkbox"/> Hawaiian | <input type="checkbox"/> Spanish |
| <input type="checkbox"/> Chinese | <input type="checkbox"/> Japanese | <input type="checkbox"/> Tagalog |
| <input type="checkbox"/> Filipino | <input type="checkbox"/> Korean | <input type="checkbox"/> Other: _____ |

Installation Experience: Number and Type of Systems Installed:

GENERAL LIABILITY INSURANCE

_____ Insurance Company	_____ Policy #	_____ Expiration Date
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WORKER'S COMPENSATION INSURANCE

_____ Insurance Company	_____ Policy #	_____ Expiration Date
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ENROLLMENT FEE: \$100.00 (Please make check payable to HGIA)



Residential Financing Product Installer Enrollment Form

ACKNOWLEDGEMENT

I certify that all the information included herein and the accompanying documentation is true and correct and that I am authorized to sign this Enrollment Form for the company, which I represent. I consent to any inquiry appropriate and necessary to verify or confirm the information I have provided to the Program Administrator and their agents, including credit reports and/or independent background investigations on the company and principals.

Authorized Representative (print name)

Title

Authorized Representative Signature

Date

Return this completed form along with your enrollment payment and copies of all the required documentation by mail, fax or email to:

GEMS Financing Program
250 S. Hotel St. #501
Honolulu, HI 96813

FAX: (808) 587-3896
Email: gems@dbedt.hawaii.gov

Additional Documents Required to be Submitted with Installer Enrollment Form :¹

- State of Hawaii Business Registration Certificates
- State of Hawaii Contractor License(s)
- Prior Year Tax Return
- Current Financial Statement
- Proof of Workers Compensation Insurance
- Proof of General Liability Insurance
- Sample Sales Contract to Be Used for GEMS Installations
- Completed Trade Reference Form
- Signed W-9 Form
- Signed Installer Participation Agreement
- Signed EFS Contractor Portal Use Agreement

Additional Documents Needed Prior to Final Approval (Can Be Submitted Separately):

- State of Hawaii Certificate of Vendor Compliance

¹See "Standard Eligibility Requirements" section below for details. All confidential business information must be clearly marked "Confidential" on each page of the submitted document.



Residential Financing Product Trade Reference Form

PLEASE LIST THREE TRADE REFERENCES

Reference 1

Company/Supplier

Account Number

Total Credit with this Vendor

Current Available Credit with this Vendor

Contact Person

Phone Number

Address

Reference 2

Company/Supplier

Account Number

Total Credit with this Vendor

Current Available Credit with this Vendor

Contact Person

Phone Number

Address

Reference 3

Company/Supplier

Account Number

Total Credit with this Vendor

Current Available Credit with this Vendor

Contact Person

Phone Number

Address



Residential Financing Product Installer Participation Agreement

This Agreement is made between the State of Hawaii, Hawaii Green Infrastructure Authority, Green Energy Market Securitization Program, hereinafter “HGIA”, established as instrumentality of the State of Hawaii (the “State”) and placed for administrative purposes within the State of Hawaii Department of Business, Economic Development and Tourism and _____ (Installer). Parties to this Agreement: include the State of Hawaii (“State”), and WECC Energy Finance Solutions (“EFS”) (individually referred to as “Agent of the State” and collectively referred to as “Agents of the State”) The State and Agents of the State are hereafter referred to collectively as the (“State Parties”).

Introduction

The State of Hawaii’s Green Energy Market Securitization (“GEMS”) Financing Program (“Program”) is a loan program designed to make clean energy improvements accessible. Currently, there is a market gap that adversely impacts consumers who are interested in clean energy, but cannot afford the high upfront costs and/or cannot qualify for financing. The GEMS Residential Financing Product was created to target this underserved market segment to enable more consumers to realize energy cost savings and participate in Hawaii’s clean energy economy.

The GEMS Residential Financing Product will provide financing for clean energy improvements by offering consumers loans for the purchase of Solar PV systems. Financing is available to customers of participating Approved Installers under this Agreement. The program may approve additional financing options in the future as the program evolves.

Program Participation Eligibility

To become an “Approved Installer” and participate in the GEMS Program, all Installers must agree that their activities and offerings will comply with the terms of the GEMS Residential Financing Product set forth in GEMS Residential Financing Product Guidelines, or as thereafter amended (attached as Exhibit A and incorporated into the terms of this Agreement), and meet and maintain compliance with the following minimum requirements and submit the documents described in Section 1, meet any additional criteria required in Section 2, and meet all GEMS Residential Financing Product requirements in Section 3 of this Agreement.

All information and submissions required under Section 1 and 2 of this Agreement shall be sent to HGIA as required in the GEMS Residential Financing Product Installer Enrollment Form.

To utilize the GEMS Loan Program it may be necessary for an individual, corporation, business trust, estate, trust, partnership, association, or any other legal entity to provide confidential business information to a government agency, such as the Hawaii Green Infrastructure Authority, and entities acting on its behalf. Any confidential business information voluntarily provided by you will be used for the purpose for which the information was provided and may be shared with staff and other state agencies in order to process your application or otherwise perform the agency’s functions required to operate the GEMS program.

Your confidential business information, including trade secrets or confidential commercial and financial information where there is a likelihood of substantial competitive harm, when appropriately labeled “Confidential”, will not be disclosed or used for purposes other than those specified, without your consent, except as authorized by law. Confidential business information maintained by the government is a “government record” as defined in Chapter 92F, Hawaii Revised Statutes, General definitions. Access, including public access, to government records is controlled primarily by Chapter 92F, Hawaii Revised Statutes, including Chapter 92F, Hawaii Revised Statutes, Government records; exceptions to general rule(3).

Section 1 - Standard Business Eligibility Requirements for an “Eligible Installer”

1. **Business Registration** – Installer currently has had for a minimum of one calendar year and will continue to maintain an active business registration with the State of Hawaii Department of Commerce and Consumer Affairs. Installer shall submit copies of State of Hawaii Business Registration Certificates showing minimum of one year of registration with their initial Installer Enrollment Form submission.
2. **State of Hawaii Contractor License(s)** – Installer currently has had for a minimum of one year and will continue to maintain one of the following licenses that is active and in good standing:
 - A. State of Hawaii C-13 Electrical Contractor license in the business name of the Installer, OR
 - B. State of Hawaii C-60 Solar Power Systems Contractor license in the business name of Installer AND has obtained the services of a business or individual with an active State of Hawaii C-13 Electrical Contractor license to install photovoltaic system and perform other electrical work.
Installer shall submit copies of contractor and subcontractor license(s) showing a minimum of one year of certification with their initial Installer Enrollment Form submission. Updated license documentation shall be submitted annually.
3. **Financial Stability²** – Installer had \$1,000,000 or greater in sales receipts in the previous year and has \$50,000 or greater in current net worth. Installer shall submit prior year tax returns AND a current financial statement showing prior four quarters balance sheet and profit & loss statement with their initial Installer Enrollment Form submission.
4. **Insurance Requirements** – Installer meets the State’s Workers Compensation Insurance requirements and carries General Liability coverage with limits no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. Installer shall add HGIA as an additional insured with an endorsement to each of the Contractor's insurance policies. The endorsement shall also provide that HGIA receive thirty (30) days prior written notice of cancellation or material

² All confidential business information must be clearly marked “Confidential” on each page of the submitted document.

change in policy provision. Proof of insurance coverage shall be submitted with the initial Installer Enrollment Form submission and updated annually.

5. Sales Contract – Installer uses sales contracts that accurately and clearly represent the terms and conditions of the sale and the GEMS Program to customers. Installer shall submit sample or template Sales Contract to be used for GEMS installations with their initial Installer Enrollment Form submission. Any updates to the standard sales contract should be sent to HGIA/GEMS.

6. Trade References – Installer has professional references from companies with whom they do business. Installer shall provide three trade references by completing and submitting the “Trade Reference Form” with the initial Installer Enrollment Form submission.

7. Taxpayer Identification Number & Certification – Installer has Taxpayer Identification Number. Installer shall submit a signed IRS Form W-9 “Request for Taxpayer Identification Number & Certification” with their initial Installer Enrollment Form submission.

8. Installer Participation Agreement – Installers must agree to the GEMS Program terms and conditions set forth in this Agreement and shall submit a signed Installer Participation Agreement with their initial Installer Enrollment Form submission.

9. Business Good Standing – Installer is compliant with relevant regulations of the Hawaii Department of Taxation, State of Hawaii Department of Labor and Industrial Relations, State of Hawaii Department of Commerce and Consumer Affairs and the United States Internal Revenue Service³. Installer shall submit a copy of a current (dated within 30 days of application) State of Hawaii “Certificate of Vendor Compliance” showing current compliance with these Agencies prior to final approval as an “Approved Installer.” This form must be re-submitted annually to maintain Approved Installer status.

10. Customer Service and Reputation – Installer has a satisfactory Better Business Bureau rating of “B” or better. If not rated on BBB, other online reputation sites will be reviewed to determine eligibility (e.g., Angie’s List, Yelp). The Parties will examine the Installer’s BBB or alternative customer service and reputation ratings and contact the installer for clarification, if necessary. No documentation from the Installer is required.

11. EFS Contractor Portal Use Agreement – Installers must agree to the terms and conditions set forth in the EFS Contractor Portal Use Agreement. Installer shall submit a signed EFS Contractor Portal Use Agreement with their initial Installer Enrollment Form submission.

³ See <https://portal.ehawaii.gov/page/help/get-certificate-of-compliance/> for more information.

Section 2 - General Program Participation Requirements

- 1. Orientation & Training** – Installer must participate in mandatory in-person and online Program orientation and training (including the requirements in Section 3 of this Agreement) to receive final approval as an “Approved Installer.” Upon submission of Installer Participation Agreement, please contact HGIA at gems@dbedt.hawaii.org to schedule training.
- 2. Contractor/Customers Referral Directory** – The GEMS Program will establish an Installer Directory that lists all “Approved Installers.” To remain listed in the directory, “Approved Installers” must remain in good standing with the GEMS Program and maintain all licensing and insurance requirements. Listing in the directory does not guarantee Installer any minimum volume of jobs or customers that may be eligible to receive GEMS financing.
- 3. Occupational Safety and Health Responsibility** – The Approved Installer and all its subcontractors shall implement all safe work practices and worker-training requirements for all installations using GEMS financing as required by the United States Occupational Safety and Health Administration’s Electric Power Generation, Transmission and Distribution Standards and the State of Hawaii Occupational Safety and Health Division’s Occupational Safety and Health Standards. The Primary Approved Installer shall be responsible for ensuring all subcontractors comply with all relevant health and safety regulations.
- 4. Installer Responsibility** – All Approved Installers agree to abide by the current terms, responsibilities and guidelines of the GEMS Residential Financing Product Guidelines, and as thereafter amended, and set forth in this Agreement at the time of each installation, as they may be updated from time to time. Installers agree to answer any questions posed by the Parties regarding system performance in a timely manner, and repair all material system installation issues as mutually agreed to between Installer and the Parties. The inability to demonstrate adequate system performance may jeopardize Installer’s ability to remain approved to participate in the GEMS Program. The GEMS Program requires that if there is a dispute with a customer that the dispute and resolution procedure set forth in “Consumer/ Contractor Resolution Process” detailed in GEMS Residential Financing Product Guidelines be used to attempt to resolve the customer’s complaint informally.
- 5. Subcontractor Responsibility** – The Approved Installer shall ensure that any subcontractor(s) engaged for installations using GEMS financing comply with the eligibility, terms, and conditions of this Agreement; have a current license in the specialty for the work being done; and are limited to performing only work for which they are licensed. The Primary Approved Installer shall remain responsible for all work performed by any subcontractor.

6. Indemnity – The Approved Installer shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys’ fees, and all claims, suits, and demands therefore arising out of or resulting from the acts or omissions of the Installer or the Installer’s employees, officers, agents, or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

7. Right To Inspect Eligible Products Installations – The State Parties reserve the right to perform an on-site inspection of any projects financed through the GEMS Program to confirm that the installation is complete and complies with all GEMS Program eligibility and quality installation requirements. The State Parties may also follow-up with property owners to conduct satisfaction surveys to determine customer perception of the GEMS Program in general and contractor performance and quality of service delivery.

8. Compliance with Laws – The Approved Installer shall comply with all federal, state, and county laws, ordinances, codes, rules and regulations, as the same may be amended from time to time, that in any way affect the Installer’s performance of this Agreement. Installer expressly warrants and represents that it shall conduct its business activities without perpetrating any fraud or dishonesty on customers it serves through the GEMS Program.

9. Enrollment Application Fee – In order for the Approved Installer’s Enrollment Application to be processed, Installer must pay the initial enrollment fee stated on the Enrollment Application at the time the enrollment application and required documentation are submitted.

10. Term and Termination – The State of Hawaii requires that all Approved Installers remain in good standing with the GEMS Program and its Agents of the State and can terminate this Agreement with the Installer at its sole convenience and discretion, upon written notice to the Installer. The Agreement may be terminated for any violation or failure of the Installer to comply with the terms of this Agreement. In the event of termination, Installer agrees to waive any and all claims for damages, direct or otherwise, arising under any theory of law or equity, against the State Parties and their representatives, including but not limited to loss of anticipated profits, resulting from contract termination. While it is impossible to note every type of violation or unacceptable conduct that could lead to termination, such violations may include:

1. Installing equipment or materials which endangers the safety of customers;
2. Failure to comply with any of the terms and conditions of this Agreement or the GEMS Program processes;
3. Misrepresenting Installer’s relationship with the GEMS Program and Parties, either directly or through erroneous or misleading advertising, marketing or other promotional materials;
4. Providing false information and/or engaging in acts of intimidation, harassment, or retaliation against any customer;

5. Failing to repair damage to a customer's property resulting from an installation or other Installer action or inaction arising under or related to the GEMS Program.
6. Failing to abide by the terms of the financing program set forth in Section 3 of this Agreement.

Installer may discontinue participation in the GEMS Program by providing thirty (30) days' written notice to the State of Hawaii or its designated representative/Agents of the State.

Section 3 - GEMS Residential Financing Program Requirements

1. Only an "Approved Installer" may make the GEMS Residential Financing Product available to customers if it agrees to comply with the requirements set forth in this Agreement and in the GEMS Residential Financing Product Guidelines and as thereafter amended. EFS will rely on the Contractor/Customer Referral Directory as set forth in Section 2.2 of this Agreement to determine who is an "Approved Installer" for purposes of this Program.
2. Only measures and/or customers meeting the financing requirements, limitations and other terms and requirements of the GEMS Program set forth in the GEMS Residential Financing Product Guidelines, or as thereafter amended, are eligible for financing under this Agreement.
3. The Approved Installer will execute a written agreement with the customer prior to the commencement of delivery of services, incorporating all terms and conditions set forth both in this Agreement and the Installer's bid.
4. If, following the approval of an eligible measures work scope and the execution of a Loan Agreement by the eligible customer, it is determined by the Approved Installer that the original work scope must be modified, the Approved Installer and customer must complete and execute a Change Order Form (available from EFS), and submit the form to EFS. The Approved Installer acknowledges and agrees to comply with the terms for use of the Change Order Form, as noted on the Change Order Form.
5. After each installation is completed, the Approved Installer shall visit the site and warrant that all work, materials, and products provided have been performed as specified given the existing conditions of the site. The warranty will be provided in writing to customer and will provide that all work performed under this Agreement will be free from defects in workmanship for a period of ten (10) years and provide a twenty (20) year manufacturer's warranty on material & equipment installed. The Approved Installer shall obtain the customer's signature on an Installation Completion Certificate form (available from EFS). The customer's signature on the form informs the GEMS Program and EFS that all work has been completed to the customer's satisfaction and the customer authorizes release of the funds

directly to the Installer. The Installation Completion Certificate must be submitted to EFS by the Installer with a detailed invoice of all items installed and financed with the proceeds of the GEMS Loan.

6. The Approved Installer will provide any and all labor, resources, and quantity (ies) of materials and products necessary to complete the job in Installer's bid, or in subsequent change order(s), at no additional cost to the customer. Approved Installer is responsible for the costs of any and all indemnification, staffing, resources products, and materials that are incurred by the customer as a result of work performed under this Agreement and are not specifically itemized in the bid and/or change order.

7. All product and materials will be installed in accordance with manufacturer recommendations and instructions. Any manufacturer warranties for workmanship and/or materials that are compromised or voided as a result of work performed by the Installer will become the responsibility of the Approved Installer.

8. Upon receipt of the Installer's invoice and Installation Completion Certificate, EFS will verify that the invoice amount and measures installed agree to the loan agreement with the customer and the customer has signed the Installation Completion Certificate. An on-site inspection may be conducted for each Installer project.

9. EFS shall pay the Approved Installer the loan amount borrowed by the customer minus an amount for the loan origination fee as full payment for its invoice. The fee amount is set forth in the GEMS Residential Financing Product Guidelines, which may be updated from time to time.

10. The Approved Installer shall, within five (5) business days of receipt of the payment, ensure that any and all liens and encumbrances filed by the Installer and/or its subcontractors on the customer residence and/or installed solar PV system for the project are removed or extinguished.

11. Eligible Installer agrees that it and its subcontractors/agents shall abide by legitimate marketing and sales practices including when informing a potential customer of Program financing in accordance with applicable federal, state and local laws and regulations.

12. Each Approved Installer must be re-certified by HGIA as required in Sections I and 2 of this Agreement to offer GEMS loans to remain in the Contractor/Customer Referral Directory. The re-certification is to remove Installers not using the GEMS Residential Financing Product and to verify that active Installers continue to meet the requirements for Program participation.

13. Neither EFS nor any other State Party shall be responsible or liable for an Approved Installer's access to or use of personal confidential information or data of the customer for making a loan application.

14. Approved Installers who wish to access the EFS Contractor Portal for the purpose of managing customer projects in progress, and to view and download letters and documents related to such customer projects, shall complete the EFS Contractor Portal Use Agreement, available from EFS.
15. EFS may make changes to the financing program by written notice to Approved Installers.
16. EFS reserves the right to recover direct and indirect costs incurred by EFS associated with the need to indemnify the State for a loan previously sold that did not meet the requirements to be sold due to contractor negligence.

By signing this Agreement, the Approved Installer does not become an agent, employee or representative of any of the State Parties. Any contractual relationship for work performed for a customer by an Approved Installer is solely between the Installer and the customer and will be evidenced in full in the written relationship between Approved Installer and customer referenced in Section 3, above. EFS will only act as a Lender of funds to the customer for eligible work under the GEMS Program that has been performed in compliance with that specified in the written agreement between an Approved Installer and the customer.

By signing this Agreement, the Installer acknowledges and expressly authorizes and permits any and all information, public or confidential, submitted by it to a State Party under this Agreement to be shared between any and all of the State Parties to this Agreement for purposes of the administration and implementation of the GEMS Residential Financing Product and this Agreement.

Acknowledgment I certify that all the information included herein and the accompanying documentation is true and correct and that I am authorized to sign this Agreement for the company, which I represent. I have read, understand and agree to the terms and conditions set forth in this Installer Participation Agreement. I consent to any inquiry appropriate and necessary to verify or confirm the information I have provided to the Parties.

Company Name

Authorized Representative (print name)

Title

Authorized Representative Signature

Date

Primary Company Address