



**GEMS FINANCING PROGRAMS  
INSTALLATION COMPLETION CERTIFICATE  
AND CUSTOMER WARRANTY**

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**To Be Completed and Signed Upon Completion of Installation**

Contractor: \_\_\_\_\_

Customer(s): \_\_\_\_\_

Installation Address: \_\_\_\_\_

Description of Energy Improvement (EI): \_\_\_\_\_

\_\_\_\_\_

Lender: **Hawaii Green Infrastructure Authority (“HGIA”)**

Contract Amount: \$ \_\_\_\_\_

Amount Financed (Loan or On-Bill Obligation): \$ \_\_\_\_\_

This Installation Completion Certificate and Customer Warranty (“Completion Certificate”) is provided in connection with and as a condition precedent to the final disbursement of proceeds of the above Loan or On-Bill Obligation for that certain Energy Improvement (“EI” or “Energy Improvement”) installed at the Installation Address set forth above under the terms of that certain Contractor Participation Agreement (“Contractor Participation Agreement”) by the undersigned Contractor (“Contractor”) in favor of HGIA. All terms used and not otherwise defined below shall have the meanings set forth in the Contractor Participation Agreement.

**Contractor Statement**

The Contractor hereby certifies to the Customer and HGIA as follows with respect to the installed EI:

**1. Installation Criteria.**

- i. **Compliance with Sales Contract.** Contractor warrants that the work, material and the equipment furnished in this installation job comply with the requirements as outlined in the Contractor’s Sales Contract.
- ii. **Commissioning and Testing.** The EI, including all components thereof (as described above and on the Contractor’s Sales Contract), has been commissioned and tested by Contractor, as applicable.
- iii. **Condition.** The EI is in good working order and condition;

- iv. **Compliance with Laws.** The EI complies with all applicable laws, regulations and ordinances; and
- v. **No Defects.** No material defects or deficiencies were identified as a result of the tests described in subsection (ii).

**2. Warranty**

Contractor warrants to the Customer and HGIA that the work, material, equipment and warranties (workmanship and manufacturer's) furnished in this installation job comply with the applicable requirements set forth in the Contractor Participation Agreement with HGIA. The Contractor hereby warrants that the EI shall be free from defects in workmanship as was agreed upon in the executed sales contract and provided to the customer. In the event that any defect in workmanship is discovered during such period, the Contractor will promptly remedy, repair, correct, or cause to be remedied, repaired, corrected, or replaced at Contractor's expense such defect in equipment or workmanship. In addition, the Contractor has provided to the Customer a manufacturer's warranty in favor of the Customer warranting that the material and equipment included in the EI will be free from defects for a period of not less than twenty (20) years (for solar systems) or as otherwise determined on the basis of the equipment installed and approved by HGIA (for other approved EI), and in the event that any defect in such material and equipment is discovered during the applicable period, the Contractor will take, and assist the Customer in taking, all actions necessary to enforce the manufacturer's obligations to remedy the defect under its warranty. The Contractor hereby warrants that all such material and equipment has been installed in accordance with all applicable requirements and specifications for the manufacturer's warranty to be in full force and effect and that it will not take or omit to take any actions on its part the effect of which would be to void or limit the manufacturer's obligations under its warranty. The foregoing warranties survive any inspection HGIA or the Customer or its Agents may elect to make.

**3. Lien Waiver**

Contractor hereby certifies and agrees with respect to the Energy Improvement described above as follows:

- i. Contractor has received payment in full for all labor, materials, services and equipment used, furnished, fabricated or stored by or on behalf of Contractor, its subcontractors or material and equipment suppliers up to and including the date of Contractor's execution hereof, with the exception of the below-stated Final Payment Now Due, including all remaining retentions (the "Final Payment Now Due"), with respect to the Energy Improvement under the Contractor's Sales Contract for the Energy Improvement with Customer. The Final Payment Now Due is:

Total Contract Price	\$	
Less payment(s) previously received	\$	
Final Payment Now Due	\$	

- ii. Contractor hereby waives and releases Customer, HGIA and the Installation Address, from any and all equitable, statutory or other liabilities, liens, lien rights and claims (including, without limitation, mechanics' and materialmen's liens and lien rights under Chapter 507, Part II, of the Hawaii Revised Statutes, as amended)

which the undersigned may now have with respect to the Energy Improvement on account of labor, materials, services or equipment, or any of them, furnished by Contractor with respect to the Energy Improvement. The undersigned hereby further certifies that the wages and fringe benefits (including, without limitation, any and all contributions to pension and other employee benefit funds that the Contractor is required to make under state or federal law or under the terms of any collective bargaining agreements to which Contractor is a party) of personnel on its payroll have been fully paid or will be paid as they become due and payable. THIS RELEASE IS CONDITIONAL, HOWEVER, and shall be effective as to the Final Payment Now Due only upon actual payment by Customer (or by HGIA on Customer's behalf) to Contractor of the Final Payment Now Due, as set forth below.

- iii. All subcontractors, materialmen, or suppliers providing labor, materials, services or equipment to Contractor with respect to the Energy Improvement have been paid in full for the materials, services, equipment or labor furnished by such subcontractors, materialmen or suppliers with respect to the Energy Improvement up to and including the date of Contractor's execution hereof, or will be paid promptly with proceeds of the Final Payment Now Due, which proceeds will be received and applied by Contractor for such purpose.
- iv. If any claim of lien shall be made arising out of or in connection with labor, services, materials and equipment furnished by Contractor, its subcontractors, suppliers or materialmen, and for which Contractor has been paid by Customer (or by HGIA on Customer's behalf), Contractor will immediately discharge each of said claims, and in the event suit shall be filed as a result of any such claim, Contractor agrees to indemnify and hold harmless Customer and HGIA, and their respective successors and assigns, from and against any and all claims, damages, costs, liabilities, losses or expenses of every kind and nature (including reasonable attorneys' fees) that may be sustained or incurred by any of them by reason of or arising out of any failure of Installer to make any payments giving rise to such claims, including any mechanics' or materialman's lien or application for lien threatened or filed by the subcontractors and/or material and equipment suppliers of Contractor.
- v. Contractor confirms that upon actual payment by Customer (or by HGIA on Customer's behalf) to Contractor of the Final Payment Now Due, Contractor have been paid in full for all labor, services, equipment or material to be performed and/or provided under the Contractor's Sales Contract for the Energy Improvement and that the release and waiver of liens provided for in subparagraph (i) above shall be and become fully binding and effective.

**4. Supporting Documentation. The following documents are attached hereto in support of this Completion Certificate:**

- Proof of closed building permit
- Executed Utility Interconnection Agreement (i.e. Customer Grid Supply, Customer Self Supply, etc.) (as may be applicable)
- Any other documentations included as a pre-funding condition listed on HGIA's approval letter(s) for the EI

Contractor represents and warrants that the certifications contained herein are true and accurate. Contractor acknowledges and agrees that the certifications contained herein are being relied upon by HGIA and the Customer, and that the Contractor will be held liable for any misrepresentations or false statements to the full extent allowable under the Contractor Participation Agreement, applicable law and in equity.

**Authorized Contractor Representative: Read the above statements before signing.**

Date	Name and Title	Signature
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**Customer Statement**

**Notice to Customer(s): You must sign, date and give a copy of this Completion Certificate and Customer Warranty to the Contractor when the installation work has been completed to your satisfaction. Submission of this Completion Certificate is a condition of final payment to the Contractor by HGIA in connection with the installation of your EI through the GEMS Financing Program.**

The undersigned hereby certify(ies) personal ownership of the property located at the Installation Address specified above, that all materials and equipment included in the construction contract (work order, job order, bid summary, proposal, invoice, etc.) have been furnished and installed, that the work has been completed and I/we am/are satisfied with the work. In addition, I/we have not obtained the benefit of and will not receive any cash payment, rebate, cash bonus, sales commission, or anything from the Contractor as inducement to enter into the GEMS Program documents for my/our GEMS loan or On-Bill Obligation. **I/We also agree to the terms specified in the GEMS Program documents and authorize payment to the above Contractor.**

I/We understand that the selection of the Contractor and acceptance of the materials used and the work performed by such Contractor is my/our responsibility. HGIA, the State of Hawaii, its directors, officers, employees and agents do not guarantee the performance, quality, or workmanship of the installation(s).

**Customer(s): Read the above statements before signing.**

Date	Customer Name	Customer Signature
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Date	Customer Name	Customer Signature
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