

Contractor Application Instructions

Required attachments:

- Completed Participating Contractor/Vendor Application
- Fully executed Participating Contractor/Vendor Acknowledgment – Terms and Conditions
- Copy of bond (if applicable)
- Copy of General Liability Insurance naming Solar and Energy Loan Fund as the certificate holder.
- Copy of Workers Compensation Insurance naming Solar and Energy Loan Fund as the certificate holder.
If Exempt, please also provide a copy.
- Copy of signed W-9
- If you do not hold a state specialty license, please provide a copy of your current business license.
- Copies of any additional certifications. (i.e. BPI, RESNET, NATE, ASHRAE, AEE, Disability installations, UDCP)

Please Review Terms and Conditions for Insurance coverage requirements.

- **Contractor MUST complete Application and Acknowledgment fully (including all required attachments). Incomplete Applications will be rejected.**
- **Contractor is responsible for reviewing the Terms and Conditions for becoming an Approved Contractor with SELF.**

Once fully completed and executed, please scan and email the **Contractor/Vendor Application and Acknowledgment**, and all required attachments to: info@solarenergyloanfund.org.

Mail to:

Solar and Energy Loan Fund

RE: Contractor/Vendor Application
PO Box 5506
Fort Pierce, FL 34954

Physical Address:

Solar and Energy Loan Fund

RE: Contractor/Vendor Application 2400
Rhode Island Ave
Fort Pierce, FL 34950

Participating Contractor/Vendor Application

Please complete, sign and submit for consideration as a Solar and Energy Loan Fund Participating Contractor.

Company Information:

Company Name: _____

- Physical Address: _____

City: _____ State: _____ Zip: _____

- Mailing Address (if different from above): _____

City: _____ State: _____ Zip: _____

Website: _____

Contact1: _____

Title: _____

Phone # and ext: _____ Phone2 (cell): _____

Email: _____

Contact2: _____

Title: _____

Phone # and ext: _____ Phone2 (cell): _____

Email: _____

Which counties are you readily available to service?

Principal Sector: ___ Residential Only ___ Commercial ___ Both

Company Organizational Structure: ___ Sole Proprietor ___ C-Corp ___ S-Corp ___ LLC

Business Size: ___ Microenterprise ___ Small to Medium ___ Large ___ Non-profit

Are you certified/licensed to install Disability retrofits? _____ (Copy Required)

Are you a Universal Design Certified Professional (UDCP)? _____ (Copy Required)

PLEASE CHECK ALL PRODUCT(S) THAT YOUR BUSINESS IS LICENSED TO OFFER AND INSTALL

Sealing

- Weatherization
- Attic Floor Insulation
- Roof Insulation
- Wall Insulation
- Floor Foundation Insulation
- Insulation and Duct Repair
- Other: _____

Storm Resilience

- Window Repair
- Window Replacement
- Doors
- Garage Doors
- Hurricane Shutters and Fasteners
- Window Shutters
- Hail Protection
- Exterior Siding
- Other: _____

Heating Ventilation Air Conditioning/Cooling

- HVAC
- Duct Testing and Repair
- Ductwork
- Programmable Thermostat
- Ceiling Fans
- Kitchen & Bathroom Exhaust Fans
- Whole House Attic Fan
- Other: _____

Roofing

- Roof Replacement (Tile, Shingle, Metal)
- Roof Repair and Reinforcement
- Roof Soffit Vent Sealing/Flashing
- Reflective Roof
- Reflective Paint Coating
- Soffit Baffles
- Flashing
- Hurricane Clips/Straps/Roof Anchors
- Other: _____

Lighting

- Interior & Exterior Light Bulbs
- Skylight or Solar Tube
- Other: _____

Pool/Plumbing

- Pool pump
- Plumbing
- Low Flow: Toilet
- Low Flow: Shower Head
- Low Flow: Aerator
- Septic to sewer conversion
- Irrigation Package
- Rain Water Barrel
- Cistern
- Sprinkler Heads
- Drip Irrigation
- Electric Water Heater
- Gas Water Heater
- Other: _____

Solar Products/Window Film

- Solar Pool Heater
- Solar Pool Pump
- Solar Water Heater
- Photovoltaic
- Solar Attic Fan
- Window Films and Solar Screens
- Other: _____

Health and Safety

- Drywall Repair
- Electric
- Misc. Fixtures
- DHW Timer
- Other: _____

Disability Installations

- Wheelchair ramps: ADAP
- Stair Lifts: ADAP
- Showers: ADAP
- Walk-in tubs: ADAP
- Grab bars/rails: ADAP
- Doorway widening: ADAP
- Hallway widening: ADAP
- Other: _____

Other: _____

Other: _____

Other: _____

Participating Contractor/Vendor Acknowledgment Solar and Energy Loan Fund – Terms and Conditions

Terms and Conditions for Participation:

This Participating Contractor/Vendor Acknowledgment (“Acknowledgment”) confirms to the Solar and Energy Loan Fund (“SELF”) that the executing Contractor agrees to, accepts, and understands all of the terms and conditions under which contractors shall participate in the Solar and Energy Loan Fund Program (“Program”). If SELF authorizes the Contractor to participate in the Program, the Contractor agrees to be bound by all the terms and conditions set forth in the Application and this Acknowledgment, and all terms, conditions, and program requirements set forth in the Program. Failure to abide by these terms can result in immediate termination from participating in the Program. Pursuant to the terms of this Acknowledgment, a participating Contractor’s contract with a homeowner to provide energy efficiency products and building performance services shall comply with the following Program requirements:

- a. After receiving approval to participate, the Contractor will receive a “Welcome Letter” that states the basic information of the SELF Program and Program steps.
- b. Contractors shall have, and must maintain, **Contractor's state business license, certifications specific to installation or services to be provided**, and a copy of these documents.
- c. Contractor shall have, and must maintain, **workers' compensation insurance** in accordance with Florida State Law.
- d. **Contractor shall have, and must maintain, occurrence-based commercial general liability insurance (including products and completed operations coverage) with limits of not less than \$500,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of not less than \$1,000,000.**
- e. Evidence of insurance as described above must be submitted to SELF in the form of a certificate of insurance.
- f. Contractor must immediately notify SELF if Contractor no longer has the minimum level of insurance required for participation. In addition, Contractor must notify SELF immediately of any changes including, but not limited to, any change of address or proposed or actual changes in its ownership or business structure.
- g. Contractor shall provide the customer a written warranty of labor and materials for a minimum of one (1) year from the date of service. Equipment installed shall carry the manufacturer's warranty.
- h. Contractor must provide customers with written estimates and enter into written contracts with customers.
- i. Contractor must comply with all applicable federal, state, city and county laws, ordinances, and regulations, including but not limited to the residential and commercial building codes.
- j. Contractor must comply with the requirements at all times.
- k. Contractor shall support random quality assurance field inspections, by SELF or its designee, of work that has been performed. SELF may assign to a third party all or any part of its rights to inspections and verification of Contractor's work. Contractor must cooperate with these inspections and verifications, and continue to perform at the applicable standards. Inspections will verify the project for program purposes only, and no warranty for any purpose is implied. SELF will notify the Contractor if any non-compliance issues are discovered as a result of these inspections. Within thirty (30) days of the notification, and at no additional cost to the customer and at no additional cost to SELF or the SELF program, the Contractor shall make any required health and safety repairs or corrections and/or other repairs needed to bring such work up to applicable standards.
- l. Contractor must maintain for a minimum of one year (or longer if required by law) records of contracts, inspection and test results, and applicable forms related to work funded in whole or in part with a SELF loan and must provide SELF reasonable access to these records.

Contractor Retrofit Completion Requirements:

- a. Each Contractor (company installing retrofit(s)) has a maximum of 30 calendar days, per client, to complete all retrofits on the home, and any additional homes the client is having retrofitted by that contractor. The Contractor must submit all required paperwork within 30 days from the day of Notice to Proceed (NTP) communication sent by SELF.
 - a. Exceptions: Window and Door retrofits could easily take up to, but not to exceed, 60 calendar days.
 - b. Exceptions: Pulling a permit may take an unusual amount of time. Communication is required.
- b. Contractor includes deliverable(s) timeframe on client proposals.
 - a. *If the contractor knowingly will exceed the stated timeframe, they must contact the Loan Program Manager for extension.*
 - b. *No communication or paperwork submission will be an indication of non-completion.*
- c. Penalty Fees:

Timeframe:	Penalty Fee (\$):	Information:
0 – 30 days	\$0	No fees apply if the retrofit(s) is (are) complete and ALL final documents are submitted to SELF. <i>*Exceptions are noted above. Communication is key.</i>
31 – 60 days past due	\$50	Fees are applied and added together. (I.e., 31 - 61 days with no final paperwork; the total fee is \$125.00. \$75 will be applied for each 30 day time period of incompleteness. Amount will be deducted from the final contractor pay-out and documented.
61 days +	\$75 per 30 days and Possible removal from the SELF program.	

Indemnification and Liability:

- a. Contractor will indemnify, reimburse, hold harmless, and defend SELF, as well as the directors, officers, employees, agents, and other consultants from any claims of any kind including, but not limited to, losses, costs, damages, punitive damages, penalties, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or connected in any way with any act of omission of the Contractor, its employees, agents, or subcontractors of any tier or any other

entity or person from whom the Contractor is liable, in the performance or non-performance of services as part of the Program and for any breach of any representation, warranty, or covenant of Contractor. Such indemnification shall not be limited to the amount of the insurance held by the Contractor. The parties acknowledge that the Contractor's ability to participate in the program is consideration for this indemnification.

- b. Under no circumstances shall SELF, its directors, officers, employees, agents, and other consultants be liable to Contractor for any further amounts in connection with the Program under any legal theory, including any special, consequential, incidental, or indirect damages.
- c. Contractor shall be an independent Contractor and participation in the SELF program is not intended to make the Contractor an employee, agent, partner, or joint venture partner of SELF or any of its directors, officers, employees, agents, or other consultants.
- d. Notwithstanding SELF's recognition of Advanced Contractors with third-party certifications or accreditations specific to their trade, Contractor understands that SELF is not endorsing Contractor's business, or warranting, endorsing, or guaranteeing the performance of any equipment that may be sold by the Contractor financed with a SELF loan. Contractor must include a disclaimer to this effect if the SELF logo is used on any of the Contractor's marketing or other promotional materials.
- e. Under no circumstances shall SELF be liable to the Contractor for any direct or indirect losses, costs, or damages arising from or related to any representations, equipment, or installation under the Program.
- f. SELF and its representatives shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of the Contractor or any other persons to hazardous materials of any kind in connection with the Contractor's participation in the Program, including without limitation asbestos, asbestos products, PCBs, or other toxic substances.
- g. If the Contractor or their subcontractors becomes involved in a dispute with a customer over business practices, the Contractor shall work to settle the dispute amicably with the customer. SELF has no responsibility to provide dispute resolution assistance. However, regardless of the nature of, or parties involved in, the dispute and any resolution, the Contractor shall hold SELF harmless from any claim or action arising from work in the program.

Project incidents and client complaints:

- a. If there is a legitimate client complaint or an incident regarding the project, Contractor, professionalism, and/or damage to personal property, SELF will follow appropriate procedures in order to document a legitimate complaint and/or incident.
- b. SELF may suspend a Contractor from participation in the Program immediately based upon a verified complaint of unprofessional conduct or behavior, uncured damage to property, injury to persons, or unacceptable or incomplete work.
- c. *The Executive Director will be notified of all complaints and incidents and will be involved in decisions for possible Contractor removal.*

Miscellaneous:

- a. Notwithstanding any other provision, SELF may terminate the Contractor's participation in the Program, and the Contractor may withdraw from participation in the Program, at any time, with or without cause, by providing written notice to the other party not less than thirty (30) days in advance of termination. However, even if participation is terminated as to future home repair or improvements, this Acknowledgment of responsibility shall remain binding upon the Contractor with regard to the home repair or improvements already installed or in process. Notwithstanding anything to the contrary herein, termination of the Contractor's participation in the Program shall not release the Contractor from any of Contractor's responsibilities or liabilities related to loans and customer contracts arising before the termination, unless SELF and the customer expressly agree in writing to release Contractor from those responsibilities or liabilities.
- b. This Acknowledgment of the Contractor's participation in the Program shall be deemed to be made in the State of Florida and shall be governed by the laws of the State of Florida without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. Any and all actions concerning any dispute arising out of the Contractor's participation in the Program shall be filed and maintained only in the Circuit Court of the respective Florida County in which the Program participation occurred. The parties specifically consent and submit to the jurisdiction and venue of such state or federal court, and irrevocably waive any objections such party may have based on improper venue or forum non convenienc to the conducting of any proceeding in any such court.
- c. SELF has received and will receive information from the Contractor related to the work to be completed by the Contractor under the Program and will use that information for program management and evaluation and treat the information as confidential unless otherwise required by law. SELF will not release any identifying information to Contractor's competitors without Contractor's consent unless otherwise required by law and will not sell Contractor's information to third parties. For all other uses, SELF will only release Contractor information in an anonymous and aggregated form.
- d. If any of the conditions of the Contractor's participation in the Program is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining conditions of such participation will not be in any way impaired.
- e. Ineligible for re-application:
 - Removed due to excessive complaints and/or incidents.

Authorized Signature:

By signing this Acknowledgment, I represent and warrant that (i) I am duly authorized to submit this Acknowledgment on behalf of the Contractor; (ii) the information provided in the Application and any other related documents delivered to SELF, is true, accurate, and complete; (iii) I understand and accept the terms and conditions provided by SELF (including any updates thereto). I further understand and accept that the approval or rejection of the Application is at the sole discretion of SELF.

Authorized Signature:	Title:	Date:
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Any signature to this Agreement by electronic or other means shall be valid and effective to bind the Contractor so signing. Contractor expressly agrees that it shall be bound by its own electronic signature typed above.