

IECA Registered Contractor Terms and Conditions

The IECA Property Assessed Clean Energy Program (IECA PACE) is an open-market program that allows property owners to select the qualified installation contractor, energy assessment provider, and capital provider that best fits the owner's objectives. To become a Registered Contractor with the IECA PACE Program and install Energy Conservation Measures (ECMs) funded through a PACE Assessment, an installation contractor must be approved as a Registered Contractor with the IECA PACE Program. This document defines the terms and conditions to which all Registered Contractors must adhere. IECA PACE and the Registered Contractor are the parties to these terms and conditions and may be referred to herein individually as Party or jointly as The Parties.

General Provisions

Term of the Agreement: Registered Contractor status shall commence on the date this application is approved by the Program Administrator and shall continue until terminated in writing by either party.

No Guarantee of Additional Business: IECA PACE makes no representations or guarantees that Registered Contractor will obtain additional business revenue or opportunities through its participation in the program.

Relationship of the Parties: Registered Contractor may present itself as a Registered Contractor in the IECA PACE Program. By submitting this application, Registered Contractor does not become an agent, employee, or representative of the IECA PACE Program. The Parties shall not be considered to be joint venture, partners, agents, servants, employees, fiduciaries, or representatives of each other, and no Party shall have the right or power to bind or obligate any other Party to, or third-party beneficiary of, these terms and conditions.

Indemnification: Registered Contractor agrees to indemnify and hold the IECA Program and its Program Administrator, their respective directors, commissioners, officers, employees, and agents harmless against all claims, liabilities, damages, losses, costs, or expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any act or omission of the Registered Contractor, its directors, officers, employees, subcontractors, or agents of Registered Contractor or its subcontractors, including, but not limited to, the failure of Registered Contractor to properly and/or timely pay any wages and/or benefits to the Registered Contractor's employees. The obligations of Registered Contractor under this section shall survive termination or expiration of Registered Contractor's status and shall be in addition to the warranty obligations of Registered Contractor. Registered Contractor waives the right to bring or assert any claim against IECA PACE and its subcontractors relating to its registration and status as a Registered Contractor (including listing as a Registered Contractor) and releases IECA PACE and its subcontractors from any and all liability therefore or relating thereto.

Final Payment: Registered Contractor acknowledges that The Program will not authorize final payment of the proceeds from the PACE Financing to Registered Contractor until The Program has received written confirmation from the Record Owner that the improvements were properly installed and are operating as intended. The Completion Certificate is attached as Exhibit A. Registered Contractor retains the right to exercise all available legal rights and remedies in the event there is a disagreement with the Record Owner.

Use of IECA PACE Logo: Registered Contractor may include the IECA PACE logo and program name in its marketing materials and may provide IECA PACE Program materials to its customers. Registered

Contractor may not imply or state that it is a representative of the IECA PACE program or that it has been endorsed by the IECA PACE Program. If the Program Administrator terminates the contractor's status as a Registered Contractor, contractor must immediately discontinue the use of the IECA PACE logo and program name in its marketing materials.

Registered Contractor Responsibilities

True and Accurate Information: Registered Contractor shall provide true, accurate, current, and complete information on the IECA Registered Contractor Application. Contractor is required to ensure, update, and maintain the truthfulness, accuracy and completeness of all information that it provides on its Registered Contractor Application.

Licensing and Registration: Registered Contractor shall be and remain licensed, authorized to conduct business, and in good standing in all jurisdictions in which it conducts business, including the State of Illinois and shall have the legal authority and power to offer, sell and/or install improvements that are permanently affixed to real property. Registered Contractor is responsible for providing documentation of the licenses that it maintains at the time it applies to participate in the IECA PACE Program. Registered Contractor agrees to notify the IECA PACE Program Administrator of any future changes to the licenses and certifications that it possesses and will provide the Program Administrator with documentary evidence of all licenses that it obtains. As a condition of approval of the Registered Contractor or any time following approval of the Registered Contractor, the IECA PACE Program Administrator may request copies of all relevant licenses held by the Registered Contractor. Registered Contractor agrees to promptly provide the requested copies of licenses to the IECA Program Administrator.

Adherence to Laws, Regulations, and Program Guidelines: Registered Contractor shall comply with all laws, ordinances and regulations. Registered Contractor shall also comply with the IECA PACE Program Guidelines, which define the requirements and processes of the IECA PACE Program. The IECA PACE Program Guidelines may be revised from time to time without notice by IECA PACE or its designee. It is Registered Contractor's responsibility to verify current program requirements and procedures and to comply with all laws, ordinances, regulations, and program guidelines.

By executing this agreement, the Contractor expressly acknowledges and agrees that the County, the Program Administrator and the Capital Provider shall have no responsibility with respect to, and shall not be held liable by the Contractor, the property owner or any other party for, compliance by the Contractor with any local, State or Federal labor or similar laws, including without limitation the Illinois Prevailing Wage Act. The Contractor shall be solely responsible for compliance with such laws, and shall, to the extent it deems necessary, consult with its own counsel as to the applicability, if any, of any such laws.

Insurance: Registered Contractor agrees to carry appropriate insurance for its type of business.

IECA PACE Responsibilities

No Endorsement: IECA PACE does not verify, vet, endorse, or rank Registered Contractors. PACE Capital Providers may maintain additional requirements that a Registered Contractor must satisfy in order for the PACE Capital Provider to approve PACE Financing for ECMs that Registered Contractor installs.

Right to Remove Contractor: IECA PACE reserves the right to revoke an installation contractor's Registered Contractor approval, and/or remove Registered Contractor from its listing of Registered Contractors, for any reason or for no reason.

Information Sharing: By submission of an IECA PACE Registered Contractor Application, Registered Contractor agrees that information provided on the application may be published or otherwise publicly disseminated.

Authorization

By submitting the IECA PACE Registered Contractor Application, you represent that you are authorized to act on behalf of the Registered Contractor and that the Registered Contractor accepts and agrees to the IECA Registered Contractor Terms and Conditions. I declare under penalty of perjury that the foregoing statement is true and correct, and I am aware that if I present any material matters as true which I know to be false, I may be subjected to penalties prescribed for perjury under the laws of the State of Illinois.

Signatory Name

Date

Printed Name

Company Name

IECA PACE Final Completion Certificate

Registered Contractor:

Street:

City/State/Zip Code:

Date of Completion:

Description of the completed installation funded by the PACE Financing:

PACE Project Address

Property Street

City/State/Zip Code

My signature below attests that all work funded by the PACE Financing has been installed and is substantively complete. I certify that the financed improvements have been properly installed and are operating as intended. Per the terms of the Assessment Contract, I authorize the final proceeds of the PACE Financing to be disbursed to the applicable Registered Contractor(s).

I am an authorized signatory of the Record Owner/Registered Contractor and have authority to make the statements in this Final Completion Certificate.

Record Owner

Registered Contractor

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Date

Date

Company Name

Company Name