GSFA DEVELOPER PARTICIPATION AGREEMENT
(For GSFA SGIP-ERB ARP Program)

This Developer Participation Agreement for the GSFA SGIP-ERB a bridge financing program (this "**Agreement**"), dated _____, 20___, is made by and between Golden State Finance Authority ("**GSFA**") and _____ ("**ARP Developer**").

A. GSFA is implementing the GSFA SGIP-ERB Advance Rebate Payment ("**ARP**") Program (the "**Program**"), a bridge financing program, as approved by the California Energy Commission ("**CEC**").

B. The Program offers funds at no cost; no fees, no interest (the "**ARP Funds**") to eligible individual owners ("**Owners**," and each an "**Owner**") of single-family residential properties approved by the California Utility Commission ("**CPUC**") for the Equity Resiliency Budget ("**ERB**") portion of the Self-Generation Incentive Program ("**SGIP**"), the proceeds of which will be used for the installation of CPUC SGIP-ERB approved equipment and improvements to residential property ("**SGIP-ERB Work**").

C. Only approved ARP Developers that satisfy GSFA's eligibility criteria ("**Eligibility Criteria**") and agree to the terms and conditions imposed by GSFA pursuant to this GSFA Developer Participation Agreement ("**ARP Approved Developers**," and each an "**ARP Approved Developer**") will be eligible to provide information on the Program to prospective participants.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, GSFA and Developer hereby agree as follows:

1. **Acceptance as ARP Approved Developer**. Subject to GSFA's rights set forth in this Agreement to terminate Developer's ARP Approved Developer status, ARP Developer shall be eligible to provide information on the Program to prospective participants. As used herein, "prospective participants" means individual owners of single-family residential property approved by SGIP-ERB program.

2. **SGIP-ERB Work.** ARP Developer acknowledges and agrees that: (i) GSFA does not perform or contract to perform SGIP-ERB Work; (ii) all SGIP-ERB Work must be separately and independently contracted for directly with Owners; and (iii) Owners are solely responsible for determining the kind and scope of SGIP-ERB Work to be performed and the ARP Approved Developer that will perform the SGIP-ERB Work. Accordingly, GSFA makes no representation, warranty or guaranty of any kind whatsoever regarding the amount of SGIP-ERB Work that ARP Developer may be engaged to perform for any Owners, or whether ARP Developer will be engaged to perform any SGIP-ERB Work. ARP DEVELOPER UNDERSTANDS THAT ARP DEVELOPER IS NOT GUARANTEED ANY SGIP-ERB WORK, AND THAT OWNERS WILL BE SOLELY RESPONSIBLE FOR CONTRACTING FOR THE PERFORMANCE OF SGIP-ERB WORK.

3. **Distribution of Funds**: GSFA will distribute ARP Funds to the ARP Developer in two installments on behalf of the Owner; first as an upfront payment to help Developer with the procurement of equipment and other related items, and the other once the Incentive Claim Form ("**ICF**") is approved by the PA. **ARP Developer agrees to ensure that GSFA is assigned as the recipient of the incentive on the ICF**.

4. **Payback of ARP Funds**: If project is not completed, ARP Developer agrees to promptly payback all distributions made in association with that project. Funds shall be reimbursed to GSFA within 30 calendar days, or as approved in writing. GSFA, at its' sole discretion, may offset any amounts owed against other costs owed to ARP Developer.

5. **Representations.** ARP Developer and its representatives, employees and agents must not represent themselves as an agent, representative, contractor, sub-contractor, or employee of GSFA, or claim association or affiliation with GSFA in any capacity other than as an ARP Approved Developer. Further, ARP Developer shall not make false claims about performance or savings, nor engage in fraudulent or deceitful conduct in the sale or installation of SGIP-ERB Work.

6. **Marketing; Marketing Materials**. ARP Developer, and not GSFA, shall be responsible for ensuring that all marketing and promotional activities of ARP Developer, and all marketing and promotional materials used by ARP Developer, satisfy all laws and regulations applicable to Developer's marketing activities and materials. GSFA makes no representation, warranty or guaranty of any kind with regard to the laws, regulations or permits that ARP Developer needs to satisfy or comply with in connection with marketing the Program. It is exclusively ARP Developer's obligation to satisfy and comply with all such laws, regulations, and permits.

7. **GSFA SGIP-ERB Program Approval and ARP Funding.** ARP Developer shall not perform any Program approval or make any determinations whatsoever regarding a prospective participant's ability to qualify for the Program and/or any funding associated with the Program. All Program approvals and transfer of ARP funds shall be performed by GSFA. ARP Developer acknowledges and agrees that all Program approvals or disapprovals shall be made in the sole and absolute discretion of GSFA. GSFA will inform the ARP Developer of all Program approvals or disapprovals.

8. **Program Changes**. GSFA may initiate changes to the Program at any time, and from time to time, as deemed necessary or appropriate by GSFA, in GSFA's sole and absolute discretion. GSFA will make commercially reasonable efforts to provide ARP Developer reasonable notice of changes which affect financing or SGIP-ERB Work activities; provided, however, GSFA reserves the right to make immediate changes, without notice, as deemed necessary or in the best interest of GSFA.

9. **Eligibility Criteria**. The Eligibility Criteria shall be determined by GSFA and must be satisfied to be accepted as an ARP Approved Developer, and to retain such status, is that Developer:

    (a) Is an SGIP approved Developer in good standing under SGIP; and

    (b) Maintains contractor licenses as defined under the SGIP Program and as required by State law; and

    (c) Maintains all insurances as defined under the SGIP program; and

    (d) Is in good standing with the Better Business Bureau, and

    (e) Is in good standing with the State of California Contractors State Licensing Board.

The Eligibility Criteria is GSFA's sole and absolute discretion and are subject to change without notice to ARP Developer. ARP Developer acknowledges and agrees that the Eligibility Criteria may contemplate varying levels or classifications of Approved Developer, depending on location, licensing and/or Program goals and objectives established by the CEC and GSFA.

10. **Licensing; Business Location**.

    (a) ARP Developer agrees to maintain all applicable licenses, permits, insurance, and bonds required by Federal, state, and local laws, and hold and maintain an active California State Contractor's License in good standing. Without limiting the generality of the foregoing, ARP Developer shall maintain those licenses, permits, insurances, bonds, accreditations and certifications as are required to be maintained by Developer.

    (b) ARP Developer shall ensure that all of Developer's sales personnel are, if and to the extent required by Law, licensed and registered with the California Developer State License Board as a Home Improvement Salesman.

    (c) ARP Developer agrees to notify GSFA in writing within 10 business days of any address, license, or business-related changes.

11. **Insurance**. ARP Developer shall, prior to initiating any SGIP-ERB Work, and at all times during its activities in connection with SGIP-ERB Work and the Program, obtain and keep in full force and effect Workers Compensation Insurance (at or above the minimum limit required by law) for all persons whom ARP Developer employs in carrying out its activities in connection with the Program and/or SGIP-ERB Work.

12. **Owner Confidential Information.** ARP Developer acknowledges that it will receive information and documentation about Owners which is personal and/or confidential ("**Owner Confidential Information**"). "Owner Confidential Information," as used herein, includes, but is not limited to, financial information about an Owner, the fact that an Owner has applied for and/or been approved or denied for a ARP Funds, any information submitted to Developer and/or GSFA with or on any application or other document in connection with a ARP Funds, any information on any ARP Funds or credit document (whether created by GSFA or a third party), and any other Owner information reasonably deemed by GSFA and/or Owner to be personal and/or confidential. Owner Confidential Information may be in oral, written, graphic, or electronic format. ARP Developer agrees that at all times during and after the term of this Agreement, ARP Developer will keep confidential and not disclose to any third party or use Owner Confidential Information except to the extent necessary to assist Owner with the ARP Funds application and origination process, without the express and prior written permission of Owner. Without limiting the generality of the foregoing, ARP Developer agrees

to protect Owner Confidential Information with at least that degree of care with which it protects its own confidential information. ARP Developer acknowledges that it is aware that the unauthorized disclosure of Owner Confidential Information may be highly prejudicial to the Owner's interests, an invasion of privacy, and an improper disclosure of financial information in violation of state and federal law. ARP Developer will immediately notify GSFA, orally and in writing, of any actual or suspected misuse, misappropriation or unauthorized disclosure of Owner Confidential Information. Finally, ARP Developer agrees, upon written request, to return to GSFA or destroy any Owner Confidential Information obtained or received by Developer.

13. **Indemnity**. Developer agrees to protect, defend with counsel acceptable to GSFA, indemnify and hold harmless GSFA, and its and their members, directors, officers, employees, agents, affiliates, parents and subsidiaries, and each of them (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**"), of and from any and all claims, liabilities, demands, causes of action, losses, damages, penalties, costs, expenses and fees (including, without limitation, reasonable attorneys' fees and costs, experts fees and costs, and court fees and costs), in law or in equity, of every kind and nature whatsoever (collectively, "**Claims**") arising out of, related to or in connection with ARP Developer's acts and/or omissions, the SGIP-ERB Work performed by ARP Developer, and/or the operations and/or performance of ARP Developer under the Program, including, but not limited to:

   (a) Personal injury, including, but not limited to, bodily injury, sickness, disease or death to any persons, and/or damage to property of anyone (including loss of use thereof), based in whole or in part by any act or omission of ARP Developer, anyone directly or indirectly employed by ARP Developer, or anyone for whose acts ARP Developer may be liable, except to the extent such personal injury or damage is caused by the sole and active negligence of an Indemnified Party.

   (b) Any defect in work performed or equipment installed by or on behalf of ARP Developer or any of its employees, officers, agents, suppliers, representatives, permittees or invitees or any other person or entity claiming under or through ARP Developer.

   (c) Penalties imposed as a result of a violation of any Law (defined below) applicable to ARP Developer and/or the SGIP-ERB Work, caused by the act or omission of ARP Developer or its employees or agents.

   (d) Claims and liens for labor performed, services or materials used or furnished to be used in the work performed by ARP Developer, including all incidental or consequential damages resulting to the Indemnified Parties from such claims or liens.

   (e) Any breach by ARP Developer of the terms, requirements or covenants of this Agreement.

   The obligations of Developer set forth in this Section 13 shall survive the termination of this Agreement.

14. **Compliance with Laws**. ARP Developer shall ensure that ARP Developer, and its employees, officers, agents, suppliers, representatives, permittees and invitees, and anyone doing work for or on behalf of ARP Developer, fully comply, at all times, with all laws, regulations, rules and orders applicable to the SGIP-ERB Work and the activities (including, but not limited to, marketing activities) of ARP Developer in connection with the Program, whether now existing or hereafter enacted, by any federal, state or local governmental authority or agency having jurisdiction over the same (each, a "**Law**" and collectively, "**Laws**"). ARP Developer shall not commence or conduct any SGIP-ERB Work and/or other activity in connection with the Program until all permits and approvals required for such SGIP-ERB Work and/or activity by any governmental entity have been obtained, and shall strictly comply with the terms and conditions of such permits and approvals. Without limiting the generality of the foregoing, ARP Developer and its employees shall comply with all applicable health, safety, and environmental rules and regulations. These include, but are not limited to, the rules and regulations promulgated by OSHA, Cal OSHA, EPA, Cal DTSC, Water Quality Control Board and air quality regulators. Where the requirements of such regulatory agencies overlap, the most protective regulations will apply.

15. **Termination of Agreement and/or Approved Developer Status**. GSFA, at its sole option, shall have the right to terminate this Agreement and/or terminate or modify Developer's ARP Approved Developer status, for the reasons set forth below in this section. If GSFA terminates this Agreement, or if Developer's ARP Approved Developer status is terminated or modified by GSFA, GSFA shall notify ARP Developer of such determination in writing (the "**Termination Notice**"). The Termination Notice shall identify the basis for the termination or modification. If GSFA terminates this Agreement, or if Developer's ARP Approved Developer status is terminated, Developer shall immediately cease all marketing and other activities related to the Program. GSFA shall have no liability to Developer whatsoever in connection with the termination of the Agreement and/or the modification or termination of its Approved Developer status, and Developer agrees to waive any claim for damages, including loss of anticipated profit and consequential damages, resulting from termination of the Agreement and/or the modification or termination of Developer's Approved Developer status.

GSFA shall have the right, in its sole and absolute discretion, to terminate this Agreement and/or modify or terminate Developer's Approved Developer status, for the following reasons:

(a) GSFA determines, in its sole and absolute discretion, that the Program is no longer feasible or viable, does not have sufficient funding or a dispute has arisen in connection with or relating to the Program;

(b) ARP Developer fails to comply with, or is in breach of, the terms and/or conditions of this Agreement;

(c) ARP Developer or its employees or agents engage in unprofessional, illegal or otherwise unacceptable conduct, as determined by GSFA, in GSFA's reasonable discretion. Without limiting the generality of the foregoing, unacceptable conduct shall include, but not be limited to, the following:

   i. Installing equipment or materials, or otherwise engaging in activity, which endanger the safety of the Owner or his/her real or personal property;

    ii.   Misrepresenting Developer's relationship with GSFA or the Program either directly or through erroneous or misleading advertising, marketing or other promotional materials;

    iii.   Misrepresenting Developer's relationship with CPUC;

    iv.   Misrepresenting Developer's relationship with any or all of the Program Administrators administering the CPUC SGIP program on behalf of the IOU(s);

    v.   Providing false information and/or engaging in acts of intimidation, harassment, or retaliation against any Owner, GSFA employee, or person who cooperates in any investigation;

    vi.   Failing to pay a supplier or a sub-contractor in a timely manner which results in a mechanics lien being placed against an Owner's property or any equipment, material, or labor for an installation under the Program; and/or

    vii.   Failing to repair damage to an Owner's property resulting from an installation or other Developer action or inaction arising under or related to the SGIP-ERB Work or The Program.

(d) GSFA receives complaints from one or more Owners regarding the ARP Developer.

(e) ARP Developer fails to satisfy the Eligibility Criteria then in effect.

16.   **Termination by Developer**. ARP Developer may discontinue participation in the Program at any time. Developer is obligate to finish any and all SGIP-ERB Work which is already underway.

17.   **Developer Documentation**. ARP Developer represents and warrants to GSFA that all documentation, certificates, licenses, information and data (collectively, "**Documentation**") provided to GSFA as part of ARP Developer's application package is/are true, accurate and complete in all respects. ARP Developer shall notify GSFA in writing within three (3) business days of the date that ARP Developer has knowledge of any inaccuracy or change in the status of any Documentation.

18.   **Entire Agreement**. This Agreement, together with any and all appendices, exhibits and/or attachments attached hereto and any amendments, modifications, change orders, addendum and/or any other documents attached hereto and incorporated herein constitutes the entire agreement between the parties hereto and no changes, alterations, or modifications hereof shall be effective unless made in writing and signed by duly authorized representatives of both parties to this Agreement.

19.   **Assignment**. This Agreement may not be assigned, either in whole or in part.

20.   **Survival**. The waivers, releases and indemnification obligations of Developer under this Agreement shall survive the termination of this Agreement.

21.   **Notices**. Any notice, request or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to or actually received by the party to whom it is directed or, in lieu of such personal service or receipt:

    i.   The next business day (Monday through Friday) after being deposited with an overnight air courier such as Federal Express or DHL; or

ii. Upon the sender's confirmation of good delivery if sent by facsimile transmission on a business day between the hours of 9:00 a.m. and 5:00 p.m., the recipient's time, otherwise, at 9:00 a.m., the recipient's time, on the next following business day, in each case addressed as follows:

GSFA:	Golden State Finance Authority	
	1215 K Street, Suite 1650	
	Sacramento, CA 95814	
	Attention:	Housing
	Phone:	866-643-4968
	Fax:	916-444-3551

DEVELOPER	NAME		
	ADDRESS		
	CITY	STATE	ZIP
	ATTENTION		
	PHONE ( ) -		
	FAX ( ) -		

22. **Relationship of Parties**. Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of principal and agent, a partnership, joint venture or any other association between GSFA and ARP Developer.

23. **No Third-Party Beneficiaries**. Except as otherwise expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon (nor obligate any of the parties hereto to) any person or entity other than the parties hereto.

24. **Interpretation**. This Agreement shall not be construed against either party, and notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty shall not be construed against either GSFA or ARP Developer based upon authorship of any of the provisions hereof.

25. **Days of the Week**. If any date for performance herein falls on a Saturday, Sunday or holiday, as defined in section 6700 of the California Government Code, the time for such performance shall be extended to 5:00 p.m. on the next business day. A "business day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of California.

26. **Execution in Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which when taken together shall constitute one and the same document.

27. **Time**. Time is of the essence in this Agreement.

28. **Captions**. None of the captions of the articles, paragraphs and/or subparagraphs of this Agreement shall be construed as a limitation upon the language of the paragraphs and/or subparagraphs, said captions having been inserted as a guide and partial index and not as a complete index of the contents of such paragraph and/or subparagraph.

29. **Waiver**. The waiver by GSFA or Developer of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision of this Agreement.

30. **Governing Law**. This Agreement, and the rights and liabilities of the parties to this Agreement, shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, Developer has executed and delivered this Agreement as of the date first set forth above.

DEVELOPER:	SIGNATURE OF DEVELOPER	DATE
	NAME OF SIGNING PARTY	
	TITLE OF SIGNING PARTY	