



# Renewable Express Loan Program

Powered by EGIA's GEOSmart Financing Clearinghouse

## Enrollment Instructions

### THE FOLLOWING MUST BE SUBMITTED WITH THIS APPLICATION

- 1:** Company's balance sheet and income statement for most recent year-end (and most recent month/year to date if more than 6 months old).
- 2:** Copies of business licenses referenced in Section V.
- 3:** Copies of insurance summary pages referenced in Section VIII.
- 4:** Copy of voided check for business checking account (in order to set-up direct deposit for loan funding)

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When you have completed the entire Enrollment Package and have gathered all of the required documents listed above, please fax or email them to EGIA Contractor Services (contact information listed below). Please note, your Enrollment Packet **will not** be processed until EGIA Contractor Services receives **all of the required documents** listed above.

### EGIA Contractor Services

Fax: 800-506-9073

Phone: 866-797-7343

Email: [saveenergy@egia.org](mailto:saveenergy@egia.org)

Contractors must have at least 5 years in business and a minimum net worth (equity) of \$50,000 to be considered for approval on the GEOSmart Renewable Express Loan Program. Time in business exceptions can be made for financially strong companies with good reputations.



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## SECTION I. LEGAL INFORMATION

Firm's Legal Name \_\_\_\_\_

Firm's Trade or DBA Name (If any) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ E-mail Address \_\_\_\_\_

Fax No. \_\_\_\_\_ Federal Tax ID Number \_\_\_\_\_

## SECTION II. FIRM'S LEGAL STATUS (Check the appropriate box)

Corporation State of Incorporation \_\_\_\_\_

LLC State of Organization \_\_\_\_\_

Sole Proprietorship Owner's Name \_\_\_\_\_

Assumed Business Name (DBA) \_\_\_\_\_

Partnership Partner's Names \_\_\_\_\_

General  Limited

## SECTION III. OFFICERS AND KEY PERSONNEL (Attach additional information on separate sheet if necessary)

Name \_\_\_\_\_ Name \_\_\_\_\_

Title \_\_\_\_\_ Years w/Firm \_\_\_\_\_ Title \_\_\_\_\_ Years w/Firm \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ Phone \_\_\_\_\_

SSN \_\_\_\_\_ DOB \_\_\_\_\_ SSN \_\_\_\_\_ DOB \_\_\_\_\_

## SECTION IV. BUSINESS INFORMATION

Headquarters Location \_\_\_\_\_

Total # of Offices \_\_\_\_\_ Years Established \_\_\_\_\_ Number of Employees \_\_\_\_\_

Geographic Area Served \_\_\_\_\_

Predecessor Firms-Names & Dates for Past 10 Years \_\_\_\_\_

Description of Services Provided and/or Products Sold \_\_\_\_\_

## SECTION V. LICENSES

Attach copies of all business licenses required by law. (e.g. contractors, mechanical, electric, plumbing, etc.)

**SECTION VI. BANK REFERENCE**

Bank Name \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Type of Accounts  Business Checking Account # \_\_\_\_\_ Payroll Acct.# \_\_\_\_\_ Credit Type and Amount of Credit \_\_\_\_\_**SECTION VII. TRADE REFERENCE (Provide three references)**

Name \_\_\_\_\_ Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_ Address \_\_\_\_\_

Contact \_\_\_\_\_ Contact \_\_\_\_\_ Contact \_\_\_\_\_

Phone \_\_\_\_\_ Phone \_\_\_\_\_ Phone \_\_\_\_\_

High Credit \_\_\_\_\_ High Credit \_\_\_\_\_ High Credit \_\_\_\_\_

Goods/Services Purchased \_\_\_\_\_ Goods/Services Purchased \_\_\_\_\_ Goods/Services Purchased \_\_\_\_\_

**SECTION VIII. INSURANCE**

Attach copies of general liability and workers' compensation insurance policy summary pages including the following information: your company's name, insurance company name, agent's name and phone number, policy number, coverage limits.

**SECTION IX. BUSINESS QUESTIONS**

- Yes  No 1. Has the Company or any of its principals ever filed for bankruptcy? (If yes, attach a description of who, when and where filed.)
- Yes  No 2. Are there currently, or have there been any lawsuits filed against the Company or any of its principals? (If yes, attach a description of the lawsuit and the result.)
- Yes  No 3. Are there any unresolved complaints filed against the Company or its principals with the State Attorney General, Better Business Bureau or similar entity? (If yes, attach a description of complaint(s) and results.)

**SECTION X. CONTACT**

Name of person to contact for additional information \_\_\_\_\_

Phone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

**SECTION X. AUTHORIZATION**

By completing and signing this application I am certifying the accuracy of the information contained herein and have such authority on behalf of the entity named in this application. I further authorize EnerBank USA to verify my Company's credit and other references contained herein and to obtain credit reports on Company's principals if required.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name of Signer \_\_\_\_\_

Date \_\_\_\_\_ Authorized Representative Of \_\_\_\_\_

**PLEASE COMPLETE AND SUBMIT BY MAIL OR FAX TO**

Electric & Gas Industries Association  
 3800 Watt Avenue, Suite 105  
 Sacramento, CA 95821  
 Fax: (800) 506-9073



If you have questions, call (866) 797-7343  
 or email: [saveenergy@egia.org](mailto:saveenergy@egia.org)

**GEOSmart RENEWABLES CUSTOMER FINANCE PROGRAM  
CONTRACTOR AGREEMENT**

**THIS CUSTOMER FINANCE PROGRAM CONTRACTOR AGREEMENT** (this “Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_ 201\_, between \_\_\_\_\_ (“Contractor”), and \_\_\_\_\_, a \_\_\_\_\_ corporation (“Company”).

**WITNESSETH:**

In consideration of the representations, agreements and covenants contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Contractor and Company agree as follows:

**1. SCOPE OF PARTICIPATION**

Contractor shall participate in a residential home improvement finance program (the “Financing Program”) offered through EnerBank USA (“EnerBank”) under the terms and conditions of this Agreement.

- A. Contractor certifies that Contractor has completed the training provided by EnerBank related to the Financing Program, and will comply with the rules and regulations set forth in the training.
- B. Contractor shall mention the Financing Program to all prospective purchasers of Eligible Improvements as described below (“Customers”).
- C. Only products described in Exhibit A are eligible to be financed (“Eligible Improvements”). Exhibit A may be revised by Company from time to time, and Company shall notify Contractor of such revision(s).
- D. Under no circumstances may Contractor permit a third party, including any affiliate of Contractor, to use the Financing Program using Contractor’s name and/or Contractor’s EnerBank contractor number. Any such use or attempted use of the Financing Program by a third party may result in the immediate termination of Contractor from the Financing Program.
- E. Contractor Responsibilities:
  - (1) Ensure all of Contractor’s employees are advised of the requirements related to offering the Financing Program to Customers.
  - (2) Refrain from preparing or disseminating any written materials regarding the Financing Program other than those provided or approved by Company.
  - (3) Treat any information related to Customer’s loan under the Financing Program (a “Loan”) as confidential and refrain from disclosing it to any third party.
  - (4) Refrain from discussing with any Customer the likelihood of Loan approval by EnerBank.

- (5) Refrain from taking any Loan application information from a Customer or pulling any credit reports on a Customer prior to the time that the Customer has been declined for a Loan by EnerBank.
  - (6) Refrain from assessing any fee related to a Loan.
  - (7) Refrain from asking any Customer to sign a Payment Authorization Form that includes a statement that the project has been completed to the Customer's satisfaction in advance of actual project completion.
  - (8) Ensure that any subcontractor working on a project funded in whole or part by a Loan is properly licensed.
- F. Contractor may notify Customers of certain types of Loans available to Customers for a specific promotional period as authorized by Company from time to time. The following types of Loans may be authorized by Company:
- (1) Traditional monthly installment Loans ("TIL").
  - (2) Same as cash Loans ("SAC").  
(90-day, 180-day, 365-day, 18-month, and 24-month SAC).
  - (3) Zero interest Loans ("ZIL").
  - (4) Reduced interest Loans ("RIL").
  - (5) Traditional monthly installment flex Loans ("TIL-Flex").
  - (6) Same as cash flex Loans ("SAC-Flex").  
(180-day, 365-day, 18-month, and 24-month SAC).
  - (7) Zero interest flex Loans ("ZIL-Flex").
  - (8) Reduced interest flex Loans ("RIL-Flex").
  - (9) Same as cash Loans with interest rate reduction and re-amortization option ("SAC RE-AM"). (365-day and 18-month SAC RE-AM)
  - (10) Reduced interest Loans with re-amortization option ("RIL RE-AM").
  - (11) Reduced interest flex Loans with re-amortization option ("RIL-Flex RE-AM").  
A SAC RE-AM Loan gives the Customer the option to reduce the interest rate, term, and monthly payments of their Loan if they repay a certain percentage of the initial principal amount of the SAC RE-AM Loan during the same as cash promotional period. A RIL REAM or RIL-Flex RE-AM Loan gives the Customer the option to reduce the monthly payments of their Loan if they repay a certain percentage of the initial principal amount of the Loan during the 18-month promotional period. 3 All flex. Loans allow for the Loan to be disbursed to the Customer in two advances. The first advance cannot exceed fifty percent (50%) of the Loan amount, and the sum of both

advances equals the Total Commitment Amount. The minimum Total Commitment Amount may not be less than four thousand dollars (\$4,000.00), and the minimum amount of the first advance may not be less than one thousand dollars (\$1,000.00); provided, however, that for any RIL-Flex RE-AM Loan, the minimum Total Commitment Amount may not be less than fifteen thousand dollars (\$15,000.00). A Customer may enter into both a SAC or SAC RE-AM and a RIL with Bank (“EZ Combo Loan”) to finance the cost of home improvements and services which meet The Ensemble by CED Program criteria (“Project”) where (i) the SAC or SAC RE-AM can be funded before completion of the Project, (ii) the sum of the amount of the SAC or SAC RE-AM and the amount of the RIL equals the EZ Combo Loan Amount, (iii) the amount of the SAC or SAC RE-AM cannot exceed fifty percent (50%) of the EZ Combo Loan Amount, and (iv) the amount of the SAC or SAC RE-AM may not be less than four thousand dollars (\$4,000.00). Either party can terminate EZ Combo Loan at any time and for any reason.

- (12). Company will advise Contractor of a promotional code for each SAC, SAC-Flex, ZIL, ZILFlex, RIL, RIL-Flex, SAC RE-AM, RIL RE-AM and RIL-Flex RE-AM (collectively referred to as the “Loan Payment Options.”) Company will also advise Contractor of a promotional code for each TIL-Flex. The correct promotional code must be provided to EnerBank by Customer in order to receive any such Loan Payment Option or TIL-Flex.

All flex Loans allow for the Loan to be disbursed to the Customer in two advances. The first advance cannot exceed fifty percent (50%) of the Loan amount, and the sum of both advances equals the Total Commitment Amount.

- G. Company will advise Contractor of a promotional code for each SAC, SAC-Flex, ZIL, ZIL-Flex, RIL, and RIL-Flex (collectively referred to as the “Loan Payment Options.”) Company will also advise Contractor of a promotional code for each TIL-Flex. The correct promotional code must be provided to EnerBank by Customer in order to receive any such Loan Payment Option or TIL-Flex.
- H. A lump sum, non-refundable fee will be charged to Contractor by EnerBank on each Loan closed pursuant to a Loan Payment Option, except that such fee will be charged on each advance closed under any Loan Payment Option that is a flex Loan. Before the end of each calendar month, Company will disclose in writing to Contractor the amount of the fee to be in effect for each Loan Payment Option for Loans approved during the next calendar month. The fee is due and payable by Contractor to EnerBank on the date the Loan closes (or the date any advance closes under a flex Loan) according to the instructions set forth in the Fee Payment Authorization Form (annexed hereto as Attachment A) executed by Contractor in connection with this Agreement.

## **2. TERM AND TERMINATION**

Either party to this Agreement may terminate this Agreement or Contractor’s participation in the Financing Program, at any time and for any reason.

## **3. INDEPENDENT CONTRACTOR**

This Agreement does not and shall not be construed to establish a partnership, joint venture, agency relationship or other form of business association between Contractor and Company. Contractor is not

an agent of EnerBank and shall not act as an agent of EnerBank. Contractor has no authority to speak or act on behalf of EnerBank or legally bind EnerBank in any way.

**4. AMENDMENT; ASSIGNMENT**

The terms of this Agreement shall not be changed, superseded or supplemented, except in writing, signed by the parties hereto. This Agreement shall not be assigned without Company's written consent. Any such attempted assignment without such consent shall be void and of no effect.

**5. BOOKS AND RECORDS; REPORTING**

At the Company's request, EnerBank will provide via a secure website or by other means as determined by EnerBank from time to time, information about the Financing Program to Contractor (including Contractor's employees and agents authorized by Contractor to access or receive such information). Such information shall include Loan application activity, booked Loan volume, details regarding the amount, type and eligible improvement for each Loan, and other information deemed relevant by EnerBank ("Loan Information"). Contractor will use Loan Information only for purposes related to the Financing Program and in strict compliance with the confidentiality provisions of this Agreement and the terms of use of the secure website. Contractor will require Contractor's employees and agents to use Loan Information only for purposes related to the Financing Program and the terms of use of the secure website. Contractor understands and agrees that EnerBank may terminate at any time and for any reason Contractor's access to the secure website or the access of any individual user previously authorized by Contractor.

**6. INDEMNITY/INSURANCE**

Contractor hereby agrees to indemnify and hold Company harmless with respect to any claims, expenses (including attorneys' fees), liability or damages arising out of (i) any representation or warranty of Contractor contained in this Agreement being false or misleading in any material respect, (ii) the failure of Contractor to comply with any of its covenants contained herein, or any applicable federal, state, or local law, rule or ordinance, unless such failure was attributable to negligence, fraud or other misconduct of Company, its employees and agents, (iii) the negligence, fraud, or other misconduct of Contractor or any of its employees, subcontractors or agents, or (iv) any defect in the goods sold by Contractor or in any services performed in connection therewith, or any breach of any express or implied warranty in connection with any such goods or services.

The Contractor shall procure and maintain at its expense during the term of this Contract, the following types of insurance: Workers Compensation and General Liability. Contractor shall provide Company with a certificate of insurance evidencing such insurance coverage as provided for herein and evidence of renewals thereof.

The provisions of this Section 6 shall survive termination of this Agreement.

**7. ENTIRE AGREEMENT; GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of California, exclusive of principles of conflicts of laws. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, and constitutes the entire agreement between the parties hereto. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day first above written.

**CONTRACTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Attachment A**

**Fee Payment Authorization Form**

**I. Authorization to Deduct Loan Fees from Loan Proceeds**

Contractor hereby authorizes EnerBank USA (“Bank”) to deduct from the Loan proceeds set forth on any Payment Authorization Form (“PAF”) the amount of any applicable Loan Payment Option fees (“Loan Fees”) when payable as specified in the loan program agreement under which any such Loan is made, entered into between \_\_\_\_\_ (“Loan Program Sponsor”) and \_\_\_\_\_ (“Contractor”). *(If your company has a trade or d/b/a name in addition to its corporate name, please include both.)*

**II. Payment of Net Loan Proceeds**

Contractor understands that upon receipt by Bank of a properly executed and valid PAF from Contractor, Bank will pay to Contractor, typically within one (1) business day, the amount of the Loan proceeds set forth on the PAF **minus applicable Loan Fees** owed by Contractor to Bank (the “Net Loan Proceeds”) by an ACH transfer to Contractor’s bank account specified below. Contractor also understands that such payment may be delayed to the extent Bank deems it necessary to confirm the accuracy of statements contained in the PAF. By accepting the Net Loan Proceeds from Bank, Contractor acknowledges that borrower has paid to Contractor the full amount of the Loan proceeds set forth on the PAF.

*Please check if the information below represents a change to information previously submitted.*

Bank Name \_\_\_\_\_

ABA Routing # \_\_\_\_\_  
*(9 digits usually preceding your account number at the bottom of a check)*

Account # \_\_\_\_\_

Account Name \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_

Contractor’s  
Address \_\_\_\_\_  
\_\_\_\_\_

Authorized Signer Name \_\_\_\_\_  
*(print)*

Authorized Signer Phone \_\_\_\_\_

Signature: (x) \_\_\_\_\_

Date \_\_\_\_\_

***IMPORTANT: Please attach a copy of a blank check for the above referenced account***

**YES LOAN ADDENDUM**

This YES LOAN ADDENDUM (“Addendum”) is effective as of the \_\_\_ day of \_\_\_\_\_, 2017 by and between \_\_\_\_\_ (“Contractor”) and Electric & Gas Industries Association (“Company”).

**WHEREAS,** Contractor and Company entered into that certain \_\_\_\_\_ (*insert title of agreement*) dated as of \_\_\_\_\_, as may have been amended (“Agreement”, defined terms used in this Addendum shall have the meanings assigned thereto in the Agreement),

1. Contractor and Company desire to have the ability, when available, to refer certain Customers, who do not meet the credit underwriting criteria established by EnerBank from time-to-time for EnerBank Loans, to a third party secured lender (“Secured Lender”) for underwriting by such Secured Lender of secured loans to be offered to such Customers by EnerBank on behalf of Secured Lender at the time the Customer applies for a Loan with EnerBank (“Yes Loans”). Yes Loans will be processed by EnerBank and funded by EnerBank on behalf of Secured Lender. To accomplish this, the parties agree to add Yes Loans as a Loan Payment Option under the Agreement. EnerBank will facilitate the documentation and funding of Yes Loans, including payment of net Yes Loan proceeds to Contractor. Unlike other Loan Payment Options, there will be no promotional code for Yes Loans. EnerBank will charge Contractor a lump sum, non-refundable fee for each Yes Loan closed in the same manner that such fees are charged for other Loan Payment Options under the Agreement.

2. Except as specifically provided in this Addendum, the Agreement is unchanged hereby and remains in full force and effect.

3. This Addendum may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument.

**IN WITNESS WHEREOF,** the parties have caused this Addendum to be executed by their duly authorized representatives as of the date set forth above.

\_\_\_\_\_ (*insert name of Contractor*)

Electric & Gas Industries Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_