

NYSERDA Participation Agreement

For Participating Contractors in the NYS Clean Heat Statewide Heat Pump Program

The New York State Energy Research and Development Authority (“NYSERDA”) is providing Quality Assurance for the Statewide Heat Pump Program through December 31, 2020. Additionally, NYSERDA administers the Green Jobs-Green New York (GJGNY) Loan Fund which enables Participating Contractors in the NYS Clean Heat Statewide Heat Pump Program (NYS Clean Heat Program) to offer residential financing to their customers.

All Participating Contractors (or Contractor) in the NYS Clean Heat Program are required to sign this NYSERDA Agreement (Agreement) which covers general indemnification and insurance requirements covers terms and conditions related to the GJGNY Financing Program.

All contractors shall provide NYSERDA the information below when submitting the Agreement Application Signature Form, or when there are changes or updates to the information previously provided.

- Certificate of Insurance
- D/B/A Form (if applicable)

The applying contractor must read and submit the completed Agreement Application Signature Form to NYSERDA indicating agreement with its terms. The Agreement Application Signature Form must be submitted by an individual with the full power and authority to enter into an Agreement on behalf of the company.

Article I. Indemnification

Contractor shall protect, indemnify and hold harmless NYSERDA, its Implementation Contractors, and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys’ fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York, resulting from, arising out of or relating to Participating Contractor’s or its sub-contractor’s participation in the NYS Clean Heat Pump Program or the GJGNY Financing Program, if applicable, including, but not limited to, any claim or suit resulting from or related to mildew, fungus, moisture intrusion or mold of every type and nature. The obligations of the Contractor under this Section shall survive any expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage.

Article II. Insurance Requirements

- a) The Contractor, at no additional cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in this Section. All such insurance shall be evidenced by insurance policies, each of which shall: (1) reference this Agreement; name or be endorsed to cover the Contractor as the insured, and NYSERDA and the State of New York as additional insured; and reference all work to be performed under the Program; (2) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and be reasonably satisfactory to NYSERDA in all other respects. NYSERDA reserves the right to request insurance documentation and copies of sub-contractor agreements for any sub-contractor, and to request the identity of all participating individuals.

The types and amounts of insurance required to be maintained under this Section are as follows: (1) commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury, sickness, or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster, and (2) Workers' Compensation coverage as required by New York State.

Not less than 15 days prior to the date any policy furnished or carried pursuant to this Agreement will expire, the Participating Contractor shall deliver to NYSERDA a certificate(s) of insurance evidencing the renewal of such policy(s), and the Participating Contractor shall promptly pay all premiums thereon due. No work shall be performed under this Agreement without current insurance. NYSERDA will not make payments for projects completed under this Agreement without current insurance certificates.

- b) In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, the Contractor shall deliver to NYSERDA a certified copy of each policy upon request.

Within five working days, or contemporaneously with the requirements of each insurance policy, the Contractor shall notify NYSERDA in writing of the occurrence of any accident, event or incident involving personal injury or property damage that might reasonably result in any complaint or claim, in law or in equity, against the Contractor, any non-Customer party to the applicable Program participant agreement or NYSERDA.

If a Participating Contractor is identified as a Sole Proprietor, the contractor must complete and submit form CE-200: <https://ce-200-form.com/>.

The Participating Contract must provide proof of Workers' Compensation upon request by NYSERDA.

Article III. Independent Contractor Status

The status of the Participating Contractor under this Agreement shall be that of an independent contractor and not that of an agent or employee of NYSERDA. In accordance with such status, the Contractor and its respective officers, agents, employees, subcontractors, representatives, and servants shall, at all times during the term of this Agreement, conduct themselves in a manner consistent with such status. By reason of this Agreement, the Participating Contractor shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives, of NYSERDA nor make any claim, demand, or application for any right or privilege applicable to NYSERDA, including, without limitation, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment, agency, legal representation or other relationship between NYSERDA and the Participating Contractor for any reason, including but not limited to unemployment, workers' compensation, employee benefits, vicarious liability, professional liability coverage or indemnification. No party shall have the right, power or authority to obligate or bind the other in any manner not specified in this Agreement. The Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, the Participating Contractor, subcontractors, vendors and/or the Participating Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, the Participating Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon the Participating Contractor's discovery of the same, and to fully and

honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even if this Agreement should terminate for any reason.

Article IV. Quality Inspections

All installations completed through the NYS Clean Heat Program are subject to random field inspections by NYSERDA and its representatives or agents. The selection of installations for inspection will be determined by NYSERDA or the Utility (as applicable) according to a standard protocol and the status of the Participating Contractor in the NYS Clean Heat Program.

The Participating Contractor agrees to provide NYSERDA and its representatives or agents, throughout the Term of this Agreement, access to a project site(s), facility, equipment, and personnel as necessary to facilitate quality assurance of the heat pump system installation. NYSERDA or its technical contractor(s) may conduct a site inspection at a project site at any time. NYSERDA or its agents may choose to visit a project site to verify that the information provided in any of the required documentation is accurate. Should NYSERDA decide to inspect a project site, NYSERDA or its agents may, or may not, contact the Participating Contractor to schedule the inspection; inspections may occur without notice to the Participating Contractor. If the inspection reveals activities different from that represented in any of the required documentation, the Utility may refuse to make payment. The Participating Contractor hereby agrees that NYSERDA may independently communicate with any site owner with respect to any project, without prior notice to the Participating Contractor.

NYSERDA will charge the Participating Contractor for any costs incurred by NYSERDA for additional field inspections required due to the failure by the Participating Contractor to submit a complete Incentive Application, repetitive errors in design or installation or to make corrections or modifications as requested by NYSERDA.

Article V. Green Jobs-Green New York Loans

The New York State Energy Research and Development Authority (“NYSERDA”) administers the Green Jobs - Green New York (“GJGNY”) Loan Fund for Residential Financing (the “GJGNY Loan Fund”) which was authorized by Title 9-A of Article 8 of the Public Authorities Law of the State of New York, as amended (known as the Green Jobs-Green New York Act) to finance energy audits and energy efficiency retrofits or improvements, including solar energy and other renewable installations, for the owners of residential 1-4 family buildings (“GJGNY Loan”).

Participating Contractors can offer a GJGNY Loan to a residential customer (“Customer”) to install eligible energy efficiency and renewable energy measures. This Agreement establishes the terms and conditions for contractors to offer GJGNY Loans to Customers and hereby incorporates the GJGNY Residential Financing Implementation Manual (Implementation Manual) which can be found [here](#). The Participating Contractor will also have to execute a separate participation agreement with NYSERDA’s loan originator.

A contractor can only offer GJGNY loans after this Agreement is accepted by NYSERDA.

Section 5.01 Participation Requirements

The Participating Contractor who performs work for projects involving GJGNY Loans shall also be a Participating Contractor in the NYS Clean Heat Pump Program.

Section 5.02 Licensing

It is the sole responsibility of the Participating Contractor and its sub-contractors to obtain and maintain any required federal, state, county, or municipal government licenses required for installing measures eligible for a GJGNY Loan, and to not perform work for which they are not licensed, if required. The Participating Contractor shall produce evidence of current licensing upon request by NYSERDA or its Implementation Contractors.

Failure to comply with licensing requirements may result in disciplinary action.

Section 5.03 Permits

It is the sole responsibility of the Participating Contractor and its sub-contractors to obtain and comply with the terms of any required permits for installing measures eligible for a GJGNY Loan prior to the start of work. The Participating Contractor shall produce evidence of applicable permits upon request by NYSERDA or an Implementation Contractor. Failure to comply with permitting requirements may result in disciplinary action.

Section 5.04 Codes

All Participating Contractors and any sub-contractor retained by a Participating Contractor must perform work in compliance with all applicable codes, regulations, laws, and standards in the jurisdiction where completing work.

Section 5.05 Financing Program Participant Issues and Dispute Resolution

NYSERDA requires the Participating Contractor to maintain a dispute resolution policy on file. If a Participating Contractor, or its sub-contractor, becomes involved in a dispute with a Customer over business practices, the Participating Contractor shall work to settle the dispute amicably utilizing the Participating Contractor's dispute resolution policy.

NYSERDA may request a copy of the Participating Contractor's dispute resolution policy at any time. NYSERDA and its Implementation Contractors have no responsibility to provide dispute resolution assistance. Regardless of the nature of, or parties involved in, the dispute and any resolution, the Participating Contractor shall hold NYSERDA and its Implementation and External Contractor(s) harmless from any legal action arising from work funded with a GJGNY Loan per Article I of this Agreement. Failure to resolve issues in a timely manner may result in disciplinary action.

Section 5.06 Financing

The Participating Contractor shall ensure that the GJGNY Loan options are used only for the installation of the eligible measures and accessories identified in the Proforma submitted to the loan originator.

Article VI. GJGNY Terms

Section 6.01 Program Participation Terms

Upon entering into this Agreement, each Participating Contractor shall commit to promoting GJGNY Loans. The Contractor acknowledges this Agreement is completely voluntary. NYSERDA may deny an Applicant's approval or terminate a Participating Contractor from offering GJGNY Loans for any reason, including failure to maintain standards, poor performance, unresponsiveness or inappropriate behavior. In all cases involving a Contractor's ability to offer GJGNY loans to their customers, NYSERDA's written decision is final. As a condition for offering GJGNY Loans and associated benefits, each Participating Contractor understands and agrees to the terms and conditions outlined in this Agreement and any GJGNY Loan Announcements distributed and/or posted by NYSERDA or an Implementation Contractor.

Section 6.02 Enforcement

In all cases, or at any time, NYSERDA's failure to enforce any provisions of this Agreement shall not constitute a waiver of such provisions, nor does it limit NYSERDA's ability to enforce such provisions in the future.

Section 6.03 Financing Program Changes

NYSERDA reserves the right to make changes to this Agreement or to the GJGNY Program upon notice to the Participating Contractor. Programmatic changes or changes to this Agreement announced through GJGNY Loan Fund announcements will supersede policies and procedures in this Agreement. Such notifications shall

be communicated via email. It is the Participating Contractor's responsibility to ensure the appropriate contact's email address is on file with NYSERDA in the event of staff additions/losses or responsibility changes.

Section 6.04 Post Termination Obligations

Article I shall survive termination of this Agreement.

Article VII. Contractor Relations with Customers

Section 7.01 Section 6.02 Timely Communication

Participating Contractors shall ensure prompt and accurate reporting of all project completions for projects financed with a GJGNY Loan as defined in Section 3.3 of the Implementation Manual. Participating Contractors shall respond to inquiries from Customers, NYSERDA staff, and Implementation Contractors in a prompt, professional, and courteous manner.

Article VIII. Business Practices

The Participating Contractor is expected to be an ambassador for the GJGNY Loan Fund and any conduct contrary will result in disciplinary action. Participating Contractors shall remain in full compliance with the following requirements:

Section 8.01 Contract Compliance

It is the sole responsibility of the Participating Contractor to ensure that all contracts and subcontracts submitted to the Loan Originator by the Participating Contractor are written in full compliance with the General Business Law, Article 36-A "HOME IMPROVEMENT CONTRACTS" and any other applicable statutory or regulatory provisions. Contracts and other documents submitted by the Participating Contractor must be clear and legible, and include line item detail for each installed measure, including nameplate and efficiency information. The measured square footage of all areas to be insulated and lineal footage for all air sealing should be clearly identified. Pricing, depth, type and quantities for each measure should be clearly identified. Any changes to the contract should be identified in a field change order, signed by the Customer and submitted as part of the required Program paperwork.

Upon request by NYSERDA or Implementation Contractor staff, the Participating Contractor shall provide additional details regarding contractual terms and costs for the purposes of project review.

Section 8.02 Professional Conduct

The Participating Contractor shall comply with all requirements, treat all Customers fairly, provide accurate information on all available GJGNY Loans and deliver promised services in a timely, competent, professional, and reasonable manner.

Section 8.03 Professional Courtesy

Participating Contractors shall conduct themselves in a professional, respectful, and reasonable manner at all times when interacting with Customers, NYSERDA staff, and NYSERDA implementation contractors. Participating Contractors shall not engage in behavior that adversely impacts NYSERDA or other Participating Contractors, tarnishes NYSERDA's service marks, and/or diminishes the profession or service in the eyes of the public.

Section 8.04 Past Performance

At NYSERDA's discretion, an employee of a Participating Contractor who has demonstrated unprofessionalism, unethical behavior or has exhibited poor workmanship on one or more past GJGNY Loan funded projects may

be prohibited from working on future GJGNY Loan funded projects. This includes any staff member associated with a former Participating Contractor who was under suspension or terminated from any NYSERDA or Utility program. NYSERDA will notify the Participating Contractor of any individuals prohibited from working on GJGNY Loan funded projects and these individuals will continue to be prohibited from working GJGNY Loan funded projects unless written consent is provided by NYSERDA.

Section 8.05 Program Representations

The Participating Contractor shall not engage in unfair or inaccurate representations of NYSERDA, the GJGNY Loan Fund, the Implementation Contractors, other Participating Contractors or affiliates.

Participating Contractor

The Participating Contractor shall properly and accurately represent the relationship of the Participating Contractor and its sub-contractor(s) to the State of New York, NYSERDA, and NYSERDA's Implementation Contractors. This relationship shall be that the Participating Contractor currently meets participation requirements, acts as independent contractor, and voluntarily offers GJGNY Loans.

The Participating Contractor shall not represent itself as working for, approved by, or certified by, the State of New York, NYSERDA or NYSERDA's Implementation Contractors. The Participating Contractor shall not represent that the services they provide, or the materials they use, are in any way endorsed or approved by the State of New York, NYSERDA, or NYSERDA's Implementation Contractors. A Participating Contractor employing the services of sub-contractors shall ensure each sub-contractor adheres to GJGNY Loan Fund policies and standards.

Use of Sub-Contractor

It is the Participating Contractor's responsibility to make their sub-contractors aware that a non-participating sub-contractor shall not represent itself as able to offer a GJGNY Loan. Additionally, any sub-contractor of a Participating Contractor shall not represent itself as working for, approved by, or certified by the State of New York, NYSERDA, or NYSERDA's Implementation Contractors. The Participating Contractor assumes all responsibilities for services provided by sub-contractors. The Participating Contractor shall ensure non-participating sub-contractor compliance with required certifications, licenses, permits and/or GJGNY Loan Fund policies and standards.

Proforma

Participating Contractor shall use the available Proforma tool which may be updated from time-to-time. The Proforma shall be completed and submitted to the Loan Originator for each project that is requesting a GJGNY Loan. Projects must meet cost effectiveness requirements which are included in the Proforma.

Section 8.06 Proper Use of Program Marketing Material

(a) Website Content

The Participating Contractor shall avoid publishing specific GJGNY Loan Fund options and requirements and uploading copies of NYSERDA forms and applications on their individual company websites. Instead, Participating Contractors are encouraged to provide links directly to pertinent content, forms, and applications on NYSERDA's website to ensure the information provided is consistent and up to date for all interested parties. Participating Contractors shall address any GJGNY Loan Fund changes that may affect the content on their websites in a timely manner.

(b) Logo Policy

Participating Contractors may request permission to use NYSERDA's Attribution Logo. Participating Contractors are not NYSERDA employees, contractors, partners, or representatives. Participating Contractors and their employees must therefore identify themselves as representatives of the Participating Contractor's company, not as representatives of NYSERDA or as NYSERDA employees. Full details and instructions for requesting permission to use NYSERDA's logo are included in Section 9 of the Implementation Manual.

(c) Use of Financing Program Reference

Should the Participating Contractor no longer offer GJGNY Loans, they are required to immediately inform NYSERDA and remove all references to NYSERDA and the GJGNY Loan Fund. See Section 2.1 of the Implementation Manual for NYSERDA contact information.

Section 8.07 Customer Personal Private Information

(a) Program Communications

All Participating Contractors and sub-contractors performing work in association with the GJGNY Loan Fund are required to comply with the [NYSERDA External Contractor Data Security and Controls Policy](#). In general, when corresponding with Customers, Implementation Contractors, and NYSERDA, use the NYSERDA External Contractor Data Security and Controls Policy to determine the type of Customer information that can be shared based on the platform being used. To minimize the occurrence of incoming emails containing confidential information, please instruct Customers to redact utility account numbers, social security numbers and bank account numbers if you are requesting documents containing this information. Participating Contractors who fail to comply with the NYSERDA External Contractor Data Security and Controls Policy will be subject to disciplinary action.

Section 8.08 Standard Terms and Conditions

(a) Relationship of the Parties

It is understood and agreed that the personnel furnished by the Participating Contractor to perform the services stipulated in this Agreement, including personnel who may perform such services at NYSERDA's offices, shall be the Participating Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of the Participating Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

The relationship of the parties to this Agreement is that of independent contractors. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment, agency, legal representation or other relationship between NYSERDA and the Participating Contractor for any reason, including but not limited to unemployment, workers' compensation, employee benefits, expense reimbursement, vicarious liability, professional liability coverage or indemnification. Neither party shall have the right, power or authority to obligate or bind the other in any manner not specified in this Agreement.

(b) No Benefits

The Participating Contractor agrees that the personnel furnished by the Participating Contractor are determined to be "leased employees" within the meaning of section 414(n) of the Internal Revenue Code, the Participating Contractor acknowledges that leased employees are excluded from participation in the employee benefit plans, funds and programs provided by NYSERDA to its employees including, but not limited to, any group health plan, sickness or accident plan, retirement plan, retirement plan or similar benefit plan provided to employees by NYSERDA, by the terms of such benefit plans, funds or programs. The Participating Contractor agrees to notify NYSERDA if it maintains (or ceases to maintain) a plan described in section 414(n)(5)(B) of the Internal Revenue Code.

(c) Notification of Claims/Events

The Participating Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, the Participating Contractor and/or a member of a Participating Contractor's staff. Accordingly, the Participating Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or

discrimination, immediately upon the Participating Contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

(d) Information

The Participating Contractor shall not use information obtained from NYSERDA or NYSERDA's designees in conjunction with the GJGNY Loan Fund for any purpose other than to implement obligations under this Agreement.

The Participating Contractor acknowledges that information obtained from NYSERDA, or NYSERDA's designees, may include certain information concerning the GJGNY Loan Fund or Customers that is non-public, confidential, or proprietary in nature. The Participating Contractor agrees such information will be kept confidential and will not, without NYSERDA's prior written consent, be disclosed by the Participating Contractor, its agents, employees, contractors, or professional advisors, other than is expressly required to implement its obligations under this Agreement.

Article IX. Project Requirements

The Participating Contractor acknowledges that failure to follow requirements and procedures, including the submittal of the Proforma, executed construction contract, change orders signed by the Customer and Certificate of Completion will result in disciplinary action.

Section 9.01 Home Energy Assessment/Audit Process and Report

To pursue a GJGNY Loan, a Customer must have an Energy Audit. This is accomplished by the completion of an Air Conditioning Contractors of America (ACCA) Manual J: Residential Load Calculation or other approved sizing methodologies. This heat load calculation represents a building's heating, cooling, and dehumidification capacity needed for a heating and/or cooling unit under design conditions.

Section 9.02 Project Submittal Review, Work Stoppage, and Completion

The Participating Contractor shall only submit work under the organization name that is on file with NYSERDA in the fully executed Agreement. Additionally, the energy efficiency measures that are included in the GJGNY Loan shall include only measures identified as eligible in the Proforma.

For each project expected to receive GJGNY Loan funding, the following steps must occur in the order listed:

(a) Project Submittal

The Participating Contractor shall only submit projects that comply with the policies set forth in this Agreement, Implementation Manual, and any applicable GJGNY Loan Fund announcements. The Loan Originator will reject non-compliant project submittals.

Prior to project commencement the Participating Contractor shall submit to the Loan Originator:

- i. A fully executed contract between the Participating Contractor and Customer; and,
- ii. A completed Proforma.

Upon issuance of change order increasing the project cost and the GJGNY Loan the Participating Contractor shall submit to the Loan Originator:

- i. A fully executed change order between the Participating Contractor and Customer; and,

- ii. An updated and completed Proforma.

In such instances, the Loan Originator will provide the Customer with a new set of loan documents for signing.

(b) Project Review

Any project that has been partially or fully completed prior to the Loan Originator's review and approval of the GJGNY Loan is at the Participating Contractor's risk. In these cases, the Participating Contractor shall assume all financial liabilities associated with these projects (i.e. Customer financing).

(c) Work Stoppage

If a Participating Contractor discovers a deficiency that prevents the energy efficiency work from being completed, the Participating Contractor will stop all work that is affected by the deficiency; notify the Customer of the deficiency; explain that the energy efficiency work cannot resume until the deficiency is addressed; discuss restoration of the affected areas with the Customer; and, if agreed to by the Customer, restore the affected areas.

If the Participating Contractor stops all work, it may be necessary for the Participating Contractor or the Customer to request an extension of the GJGNY Loan pre-approval from the Loan Originator.

(d) Project Completion

Upon completion of a GJGNY Loan funded project, the Participating Contractor shall submit to the Loan Originator a Certificate of Completion executed by the Customer. The Certificate of Completion must be submitted to the Loan Originator within 30 calendar days following project completion. Loan funds will not be disbursed until an executed Certificate of Completion is received by the Loan Originator.

A Certificate of Completion received after the 30-day deadline may be denied financing, and the Participating Contractor will assume all financial liabilities for the project.

Section 9.03 Eligible Measures

The Participating Contractor shall ensure that a GJGNY Loan is utilized only for the installation of eligible measures and accessories identified on a project. A list of eligible measures is listed on the Proforma and information on GJGNY Loan options can be found in the Implementation Manual.

Section 9.04 Pricing

The Participating Contractors shall apply fair and reasonable pricing when providing GJGNY Loan funded services, including sub-contracted services, for the installation of Eligible Measures.

Section 9.05 Customer Contribution

The Customer is responsible for the cost of work and the Participating Contractor must clearly state the Customer's contribution in the Proforma and in the contract. The Participating Contractors must not inflate costs and must not change the required Customer contribution on the Proforma. Participating Contractors found inflating costs or modifying the required Customer contribution to qualify for a GJGNY Loan may result in termination from being able to offer GJGNY loans.

Section 9.06 Project Payment Processing

It is expressly understood that NYSERDA and the Loan Originator will not initiate the disbursement of GJGNY Loan funds to a Participating Contractor until all required project documentation has been received and verified as accurate.

Article X. Participating Contractor Status Designations

Section 10.01 Participation

All Participating Contractors shall be classified as having a full status designation. NYSERDA reserves the right and retains sole discretion to classify a Participating Contractor as Terminated. In all cases, NYSERDA's written decision is final.

Contractors designated with the 'Terminated' status are prohibited from offering Customers GJGNY Loans for the remainder of the Participation Agreement term. A Terminated Contractor shall be removed from the NYSERDA website and shall not represent themselves as a Participating Contractor who can offer Customers a GJGNY Loan, nor submit new projects to the Loan Originator to be financed with a GJGNY Loan. A Terminated Contractor's Customers will not have access to the GJGNY Loan Fund. All references to NYSERDA must be removed from all marketing materials, vehicles, and advertising including vehicle clings and websites, as applicable.

Customers with incomplete projects at the time of Contractor termination will be notified that the Contractor is no longer a Participating Contractor and may be offered such remedies as NYSERDA deems appropriate. If appropriate, NYSERDA may notify the NYS Clean Heat program implementors, New York State Attorney General, the New York State Department of Labor, the Better Business Bureau, or others of NYSERDA's findings and decision to terminate the Participating Contractor. Further, a Participating Contractor who hires the officers, owners or other staff of a Terminated Contractor risks disqualification of offering Customers a GJGNY Loan at NYSERDA's sole discretion. In the event a Terminated Contractor's company is sold to new owners, the company must reapply; the use of the terminated Company's name, or similar derivations, will be allowed at NYSERDA's discretion. Nothing in this process relieves the Terminated Contractor of the responsibility to fulfill any remaining obligation to the GJGNY Loan Fund or Customers.

NYSERDA has sole discretion in determining whether to terminate a Participating Contractor from offering GJGNY loan financing. A Participating Contractor may be terminated for any of the following reasons:

- a. Maintaining a suspended status for more than 30 days and is unresponsive to or failed to adequately fulfill the terms of their suspension
- b. Failure to maintain minimum credentials for participation
- c. Submits falsified documents or unauthorized signatures
- d. Commits illegal actions
- e. Is convicted or has a principal who is convicted of a criminal charge that casts NYSERDA in negative light or calls the integrity or workmanship of the Participating Contractor into question
- f. Is in gross violation of GJGNY Loan Fund standards
- g. Repeatedly bills for uninstalled measures
- h. Is terminated from participating in the NYS Clean Heat Program.