

CONTRACTOR PARTICIPATION AGREEMENT

The Program Sponsor listed below is offering an Energy Loan program available to eligible Homeowners through Energy Finance Solutions (EFS), a service offered by Wisconsin Energy Conservation Corp. To become eligible to offer the Energy Loan program to your customers, contractors must meet the requirements specified in this Agreement.

1. CONTRACTOR must abide and conform to all applicable laws and maintain all applicable licenses required by the federal, state or local authority where the work is to be completed. In addition, CONTRACTOR agrees to abide by all applicable regulations, rulings, proclamations, statutes, and building codes of all government bodies having jurisdiction.
2. a. CONTRACTOR must have insurance coverage in the following amounts:
 - Comprehensive general liability for bodily injury and property damage with minimum limits of \$1,000,000.
 - Worker's compensation liability coverage established by state law.b. CONTRACTOR must have his/her insurance company provide EFS with an insurance certificate prior to the commencement of work to ensure that the above-stipulated coverage is in effect.
3. CONTRACTOR will provide any and all labor, resources, and quantity (ies) of materials and products necessary to complete the job as specified in CONTRACTORS' bid, at no additional cost to the Homeowner. CONTRACTOR is responsible for the costs of any and all indemnification, staffing, resources, products, and materials that are incurred by the Homeowner as a result of the work performed under this contract and are not specifically itemized in the bid and/or change order(s).
4. CONTRACTOR will visit the site and warrant that all work, materials, and products provided have been performed as specified given the existing conditions of the site. This warranty will be provided in writing to the Homeowner and will provide that all work performed under this contract will be free from defects in materials and workmanship for a period of one (1) year from the date of payment authorization and to also assign all longer contractor and material warranties to the homeowner.
5. All products and materials will be installed in accordance with manufacturer recommendations and instructions. Any manufacturer warranties for workmanship and/or materials that are compromised and/or voided as a result of work performed by CONTRACTOR will become the responsibility of CONTRACTOR.
6. CONTRACTOR will assign only trained, qualified, and licensed (where applicable) personnel to perform work financed with an Energy Loan. The work will be completed in a timely and professional manner that meets or exceeds currently accepted performance standards of the industry.
7. No subcontractors, without the prior written approval of EFS, will perform any of the proposed work unless they are explicitly specified in the original bid. If any subcontracting is planned, a brief description of work experience (e.g., number of years, full time or part-time) must be provided to EFS for each proposed subcontractor. Insurance certificates must also be provided for subcontractors prior to the commencement of work. Contractor shall ensure that any subcontractor also complies with all provisions of this Agreement.



- 8. The CONTRACTOR will execute a written agreement with the Homeowner prior to commencement of the delivery of services, incorporating all terms and conditions set forth in both this Agreement and CONTRACTORS' bid.
- 9. CONTRACTOR must abide by legitimate marketing and sales practices in accordance with applicable federal, state, and local laws and regulations.

By signing this Agreement, CONTRACTOR does not become an agent, employee, or representative of Program Sponsor or EFS. Any contractual relationship for work performed for a Homeowner by CONTRACTOR is solely between CONTRACTOR and the Homeowner and will be evidenced in full in the written agreement between CONTRACTOR and homeowner referenced in Item 8 above. EFS will act only as a Lender of funds to the Homeowner for eligible work under the Program Sponsor's Energy Loan Program that has been performed in compliance with that specified in the written agreement between CONTRACTOR and the Homeowner.

EFS may make changes to the program by written notice to the Contractor 30 days prior to the effective date of the change. EFS reserves the right to change participation standards, restrict Contractor's participation or remove Contractor from the program at any time for any reason. EFS reserves the right to recover penalty costs associated with a repurchase of a loan due to contractor negligence.

By signing below, CONTRACTOR accepts all terms and conditions of this CONTRACTOR PARTICIPATION AGREEMENT and have read and will abide by all guidelines outlined in the CONTRACTOR PARTICIPATION GUIDELINES.

Business Name (please print clearly)

Program Sponsor

Business Owner's Title (please print clearly)

Signature

Date