

Contractor Participation Terms and Conditions



Program Overview

Arkansas Advanced Energy Equity Program (A2E2) is a unique financing program that allows property owners to finance energy efficiency and renewable energy projects to their property and secure that financing with a property tax assessment. This means that the loan stays off the property owner's balance sheet and the loan stays with the property if the property is sold. In addition, payments can be passed on to tenants, along with the energy savings. Learn more about the program by going to <http://www.A2E2.net>

Approval Process

Property owners will receive a preliminary approval that they meet the basic requirements to participate in the program based on an initial program application. This application can be submitted by a property owner if that property owner does not yet have a contractor they are working with and then the property owner can then select a contractor from a list of contractors that have registered for the Program. If the property owner does have a contractor they are working with, once the application is approved, the contractor can submit a scope of work document along with a bid amount. The property owner will then complete a loan application based on that bid amount which will be submitted to the program lender. The contractor will be notified of loan approval so the work can commence.

Contractor Participation Requirements

Contractors are required to maintain all business licenses and permits required to do business in the Cities of Fayetteville and Springdale and it is the responsibility of the contractor to gain the proper work permits for any work to be done for a particular project. In addition, contractors are required to carry insurance with liability coverage in the amount of \$1,000,000. Contractors must provide copies of any licenses and an insurance cover sheet if requested by the program administrator. NOTE: Registering for the Program does not guarantee that a contractor will be chosen by a property owner to do work.

Marketing Fee and Requirements

Contractors will be required to pay a one-time marketing fee as identified on the contractor registration form. As the A2E2 program is self-funded, this fee will go to assist with marketing materials, web page configuration to list contractors and promotional materials. Contractors that have registered with the program are encouraged to use the A2E2 name and logo with their marketing and promotional materials to let customers know that they are participating in the program and that the program may be an attractive alternative for project financing.

Quality Assurance

The A2E2 Program Administrator will select a portion of completed projects to verify that work was completed satisfactorily and to verify efficacy of energy efficiency/renewable energy improvements. Property owners may be contacted by phone and utility data will be collected as ongoing data aggregation to monitor the overall program's performance. Some projects financed by the program may be tested for measurement and verification for actual case studies.

Contractor Information

Once contractors register, the A2E2 Program Administrator will keep their information on file for future communications and to verify that they maintain their qualifications to participate in the program. Contractors will also be listed on the website for property owners who are looking for contractors that participate in the program.

How to Register

Contractors can click on the link and register online: <http://www.A2E2.net/contractorregistration.shtml>

Contractors may also print the application at: <http://www.A2E2.net/contractorregistration.pdf> and mail it in with the signed *Contractor Participation Agreement* on following page, the one-time marketing fee and your W-9 to:

Arkansas Advanced Energy Equity Program

124 W. Capitol Ave. Suite 1880

Little Rock, AR 72201

Attn.: Contractor Registration <http://www.A2E2.net>

Contractor Participation Agreement

I have read, understood and agree to comply with all processes, procedures, and requirements set forth above in the A2E2 Program Contractor Participation Terms and Conditions document (which are incorporated herein by this reference), including all supporting documents or policies described or referenced therein.

I understand the provisions of this Agreement are effective from the date of signature until cancelled by either party. I understand that the Program reserves the right, prior to funding, to modify, at any time during this Agreement term, the provisions of this Agreement, including the eligibility requirements for participating property owners.

I agree to install only products, equipment and improvements that meet all eligibility requirements, and I understand that financing under this Program does not relate to preinstalled products. Moreover, I understand that the cost of installing the Eligible Products must be reasonable, accomplished within industry cost guidelines, and must not exceed the maximum approved amount, and that the Program shall have the right to refuse to advance any portion of a payment that exceeds such guidelines.

I understand that if I fail to install products, equipment or improvements that meet all eligibility requirements, the Program will not finance such items and I will be responsible for any such errors. I agree to maintain and provide the Program with copies of requested documents that relate to projects financed by the Program, as well as documents that relate to contractor certifications, licenses, or insurance/bonding. I also agree to maintain appropriate licenses "in good standing" through the term of this Agreement. I agree to indemnify and hold harmless the Program, the Energy Improvement District 1, the Cities of Fayetteville and Springdale and A2E2, LLC, their officers, directors, shareholders, agents, contractors, employees, affiliates and their respective successors and assigns, against any and all liability, claims, losses, costs, expenses, penalties, fines, forfeitures, judgments and damages, including attorneys' fees and costs, both direct and indirect, by whomsoever asserted, arising out of or in connection with any matter which is a subject of the Program, including but not limited to the installation of any Eligible Product.

I certify, under penalty of law that the statements made in this Agreement have been examined by me and the information provided by me is true and complete and I am authorized to sign and submit this Agreement for the above entity. I understand by signing this Agreement, I am affirming my agreement to the terms and conditions set forth above, and consenting to any inquiry appropriate and necessary to verify or confirm the information I have given.

Company Name _____

Authorized Representative Printed Name _____

Authorized Representative Signature _____

Date _____

Note that all contractors must print out page 2 of this PDF and sign the above *Contractor Participation Agreement*. The signed page can be mailed or faxed to A2E2 at the address below along with your W-9. The fax number for A2E2 is 501.537.0191.

The one-time marketing fee and a copy of your filled out Contractor Registration form must be mailed in to A2E2 at the address below.