

VA-PACE Program Registered Contractor Terms and Conditions

The VA-PACE Program (“the Program”) is an open-market program that allows Borrowers to select the Registered Contractor, Qualified Energy Professional, and Capital Provider that best fits the Borrower’s objectives. The Program Administrator is responsible for approving a contractor to be a Registered Contractor with the Program. This document defines the terms and conditions to which all Registered Contractors must adhere. The Program and the Registered Contractor are the parties to these terms and conditions and may be referred to herein individually as Party or jointly as The Parties.

General Provisions

Term of the Agreement: Registered Contractor status shall commence on the date this application is approved by the Program Administrator and shall continue until terminated in writing by either party.

No Guarantee of Additional Business: The Program makes no representations or guarantees that Registered Contractor will obtain additional business revenue or opportunities through its participation in the program.

Relationship of the Parties: Registered Contractor may present itself as a Registered Contractor in the Program. By submitting this application, Registered Contractor does not become an agent, employee, or representative of the Program. The Parties shall not be considered to be joint venture, partners, agents, servants, employees, fiduciaries, or representatives of each other, and no Party shall have the right or power to bind or obligate any other Party to, or third-party beneficiary of, these terms and conditions.

Indemnification: Registered Contractor agrees to indemnify and hold the Program and its Program Administrator, local jurisdiction with which it is contracted, their respective directors, commissioners, officers, employees, and agents harmless against all claims, liabilities, damages, losses, costs, or expenses (including, but not limited to, reasonable attorneys’ fees) arising out of or related to any act or omission of the Registered Contractor, its directors, officers, employees, subcontractors, or agents of Registered Contractor or its subcontractors, including, but not limited to, the failure of Registered Contractor to properly and/or timely pay any wages and/or benefits to the Registered Contractor’s employees. The obligations of Registered Contractor under this section shall survive termination or expiration of Registered Contractor’s status and shall be in addition to the warranty obligations of Registered Contractor. Registered Contractor waives the right to bring or assert any claim against the Program and its subcontractors relating to its registration and status as a Registered Contractor (including listing as a Registered Contractor) and releases the Program and its subcontractors from any and all liability therefore or relating thereto.

Registered Contractor Responsibilities

True and Accurate Information: Registered Contractor shall provide true, accurate, current, and complete information on the Program Registered Contractor Application. Contractor is required to ensure, update, and maintain the truthfulness, accuracy and completeness of all information that it provides on its Registered Contractor Application.

Licensing and Registration: Registered Contractor shall be and remain licensed, authorized to conduct business, and in good standing in all Localities in which it conducts business, including the Commonwealth of Virginia and shall have the legal authority and power to offer, sell and/or install improvements that are permanently affixed to real property.

Adherence to Laws, Regulations, and Program Guide: Registered Contractor shall comply with all laws, ordinances and regulations. A Registered Contractor shall also comply with the Program Guide, which define the requirements and processes of the Program. The Program Guide may be revised from time to time without notice by the Program or its designee. It is Registered Contractor's responsibility to verify current program requirements and procedures and to comply with all laws, ordinances, regulations, and program guidelines.

Insurance: Registered Contractor agrees to carry appropriate insurance for its type of business.

Program Responsibilities

No Endorsement: The VA-PACE Program does not verify, vet, endorse, or rank Registered Contractor(s). Capital Providers may maintain additional requirements that a Registered Contractor must satisfy in order for the Capital Provider to approve a C-PACE Loan for Eligible Improvements that a Registered Contractor installs.

Right to Remove Contractor: The Program reserves the right to revoke a Registered Contractor approval, and/or remove Registered Contractor from its listing of Registered Contractors, for any reason or for no reason.

Information Sharing: By submission of a Program Registered Contractor Application, Registered Contractor agrees that information provided on the application may be published or otherwise publicly disseminated.

Authorization

By submitting the VA-PACE Program Contractor Registration form, I represent that I am the person identified in the "Contact Name" field and that I am authorized to act on behalf of the Registered Contractor. I certify that the Registered Contractor accepts and agrees to the Program Registered Contractor Terms and Conditions. I declare under penalty of perjury that the foregoing statement is true and correct, and I am aware that if I present any material matters as true which I know to be

false, I may be subjected to penalties prescribed for perjury under the laws of the Commonwealth of Virginia.