



Golden State Finance Authority ARP Agreement

The Golden State Finance Authority (“**GSFA**”) Advance Rebate Payment (“**ARP**”) Agreement (the “**Agreement**”) is made by and between GSFA, the qualifying ARP Developer (“**Developer**”), and program applicant(s) (“**Applicant**”). Participation in the GSFA ARP Program is subject to the following conditions:

Qualification: The following conditions must be met to be considered for the GSFA ARP Program:

- i) Project is for a single-family residence, and
- ii) Project has been approved as an Self-Generation Incentive Program Equity Resiliency Budget (“**SGIP-ERB**”) eligible project by appropriate Program Administrator (“**PA**”) as demonstrated by issuance of a Confirmed Reservation Letter, and
- iii) Developer is approved as a participating Developer in the GSFA ARP Program.

No Program Cost: GSFA ARP Program is a no cost program to either the Developer or the Applicant; no interest, no fees.

No Additional Developer Cost: Developer agrees not to charge Applicant any additional cost in association with the GSFA ARP Program.

GSFA ARP Funds: GSFA ARP Program provides funds up to the approved Incentive amount, as stated in the SGIP-ERB Confirmed Reservation Letter. There is no minimum of maximum amount under this program. If approved Incentive amount changes after the original issuance of the Confirmation Reservation Letter, then Developer agrees to inform GSFA as such, and provide evidence thereof.

Residential Storage System: Developer agrees it will not sell the Applicant a residential energy storage system that receives incentives for a total price (before incentive) that is greater than the price they would sell a comparable system that is not eligible to receive incentives. Applicant has no obligation to accept or contract for additional products or services from the Developer.

Distribution of Funds: GSFA will distribute funds to the Developer in two installments on behalf of the Applicant; first as an upfront payment to help Developer with the procurement of equipment and other related items, and the other once the Incentive Claim Form (“**ICF**”) is approved by the PA. As such, Applicant agrees to assign GSFA as the designated recipient of the Incentive. Developer agrees to ensure that GSFA is assigned as the recipient of the incentive.

First Installment of Funds: GSFA will provide 50% of approved incentive, or as approved in writing, approximately 8 weeks, or as approved in writing, prior to the estimate start date of the SGIP-ERB work.

Second Installment of Funds: GSFA will distribute remaining funds to the Developer once GSFA confirms it has been designated as the recipient of the Incentive and once PA approves the ICF. Funds are not guaranteed and will not be released until these conditions are met.



ARP Payback: If project is not completed, Developer agrees to promptly payback all distributions made in association with that project. Funds shall be reimbursed to GSFA within 30 calendar days, or as approved in writing. GSFA, at its' sole discretion, may offset any amounts owed against other costs owed to Developer.

Safety: Developer and Customer agree to comply with COVID-19 Center for Disease Control health and safety standards, including the use of proper personal protective equipment and social distancing practices.

Work Standards: All SGIP-ERB work must be performed using appropriate permits for the jurisdiction in which the work is performed. All SGIP-ERB work must be fully completed and all equipment installed and tested to ensure the equipment is fully operation and conforms with the terms of the SGIP-ERB program.

GSFA Not a Party or Guarantor: Applicant and Developer acknowledge and agree that:

- i) GSFA is a financier only and is not a party to the SGIP-ERB Contract.
- ii) Developer is not in partnership with or affiliated with GSFA, and Developer is not an agent, representative, contractor, subcontractor or employee of GSFA.
- iii) Developer has no exclusive rights to perform the Improvements. Applicant is encouraged to review the SGIP approved developer list, available to Applicant through <https://www.selfgenca.com/home/resources/>, to identify other developers who may be available to perform the SGIP-ERB Work. If Applicant desires to use a SGIP approved developer who is not an GSFA approved ARP Developer, then that developer may contact GSFA and request to be added to the list, subject to satisfaction of GSFA's minimum eligibility requirements for approved developers.
- iv) GSFA does not guarantee Developer's work, any representations or warranties made by Developer.
- v) Developer is deemed an "approved developer" under the GSFA ARP Program because developer satisfied minimum eligibility requirements. GSFA has no actual knowledge of the quality of Developer's work, and it is Applicant's responsibility to investigate Developer and confirm to Applicant satisfaction that Developer is acceptable.
- vi) Applicant and Developer agree to hold and save harmless GSFA from all liability, loss, cost or damage of any kind arising out of the Developer's work.

GSFA is an express, intended third party beneficiary of the agreements, obligations, terms and conditions of this section.

Compliance with Laws. Developer shall ensure that Developer, and its employees, officers, agents, suppliers, representatives, permittees and invitees fully comply, at all times, with all laws, regulations, rules and orders applicable to the work and activities of Developer on the Property, whether now existing or hereafter enacted, by any federal, state or local governmental authority or agency having jurisdiction over the Property, conditions existing on the Property or over the work performed by Developer on the Property. Developer shall not commence or conduct any work and/or activity on the Property until all permits and approvals required for such work and/or activity by any governmental entity have been obtained, and shall strictly comply with the terms and conditions of such permits and approvals.



Golden State Finance Authority (GSFA)
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The Agreement is effective upon Developer and Applicant signatures, PA's issuance of a Reservation Confirmation, and once the conditions set forth in this Agreement are met:

Property Address where SGIP-ERB will be performed

I have read, understand, and agree to the terms and conditions listed above.

ARP Developer (Please Print)

ARP Developer Signature

Date

Applicant Name (Please Print)

Applicant Signature

Date