



FSB - ADDENDUM TO ENERGY RETROFIT CONTRACT

Table with 3 columns: APPLICANT, CO-APPLICANT, FILE #

For Internal Use Only

FSB - ADDENDUM TO ENERGY RETROFIT CONTRACT (GSFA Residential Energy Retrofit Program)

This Addendum to Energy Retrofit Contract ("Addendum"), dated as of ... 20 ... forms a part of and is incorporated into that certain Energy Retrofit Contract (the "Contract"), dated ... 20 ... by and between ("Contractor"), and ("Owner"), concerning certain improvements ("Improvements") to be made to residential real property located at ... California (the "Property").

In the event of any conflict or discrepancy between the terms and provisions of the Contract and this Addendum, the terms and provisions of this Addendum shall control. All capitalized terms not otherwise defined in this Addendum shall be defined as set forth in the Contract.

- A. BANK and GSFA Not a Party or Guarantor. Owner and Contractor acknowledge and agree that: i. Five Star Bank ("BANK") is a lender only, and is not a party to the Contract. ii. Golden State Finance Authority ("GSFA") is the GSFA Residential Energy Retrofit Program administrator, and is not a party to this Contract. iii. Contractor is not in partnership with or affiliated with BANK or GSFA, and Contractor is not an agent, representative, contractor, subcontractor or employee of BANK or GSFA. iv. Contractor has no exclusive rights to perform the Improvements. Owner is encouraged to review the GSFA approved contractor list, available to Owner through GSFA, to identify other contractors who may be available to perform the Improvements. If Owner desires to use a contractor who is not on the GSFA approved contractor list, that contractor may contact GSFA and request to be added to the list, subject to satisfaction of GSFA's minimum eligibility requirements for approved contractors. v. Neither BANK nor GSFA guarantees Contractor's work, any representations or warranties made by Contractor or any energy or utility bill savings as a result of Contractor's work. vi. Contractor is deemed an "approved contractor" under the GSFA Residential Energy Retrofit Program because contractor satisfied minimum eligibility requirements and participated in GSFA Residential Energy Retrofit Program Contractor training. BANK and GSFA have no actual knowledge of the quality of Contractor's work, and it is Owner's responsibility to investigate Contractor and confirm to Owner's satisfaction that Contractor is acceptable. vii. Owner and Contractor agree to hold and save harmless BANK and GSFA from any and all liability, loss, cost or damage of any kind arising out of the Contractor's work or the Contract.

BANK and GSFA are each express, intended third party beneficiaries of the agreements, obligations, terms and conditions of this section A.

Program is sponsored by Golden State Finance Authority (GSFA), a California Joint Powers Authority. Funding for this program is made possible through funding from Five Star Bank and may be supported in part by funds from Pacific Gas and Electric Company (PG&E). Program restrictions apply. Call GSFA at (855) 740-8422 for details.



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B. **Compliance with Laws**. Contractor shall ensure that Contractor, 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 Contractor 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 Contractor on the Property (each, a "Law" and collectively, "Laws"). Contractor 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.

C. **Financing Contingency**. Contractor and Owner shall not be bound under the Contract unless:

- i. Owner receives formal loan approval from BANK (and/or GSFA on behalf of BANK) for a BANK Loan under the GSFA Residential Energy Retrofit Program in an amount equal to the lesser of (i) the amount required to be paid under the Contract; and (ii) the maximum loan amount for which you were approved by BANK.
- ii. Contractor receives from BANK or GSFA a "Notice of Loan Approval."

If Owner is not approved for a BANK Loan, the Contract shall automatically terminate.

D. **Conditions to Owner's Obligation to Pay**. Owner shall have no obligation to pay Contractor until:

- i. The work to be performed by Contractor pursuant to the terms and conditions of the Contract is complete;
- ii. A final energy audit has been performed and accepted by GSFA in satisfaction of the final energy audit portion of the GSFA program criteria.
- iii. Contractor has delivered to Owner (with copies to GSFA) lien releases that will, upon full payment to Contractor, be effective to waive and release all mechanics' and materialmen's liens in connection with or related to the work; and
- iv. Contractor has delivered all documents to the extent required to be delivered by Contractor to satisfy BANK funding criteria and GSFA program criteria.

If, through no fault of Owner, the conditions set forth above are not satisfied within BANK Loan funding time requirements, or BANK terminates or GSFA denies the Energy Retrofit Project, then the conditions to Owner's obligation to pay set forth above shall be deemed not satisfied.

Owner shall not be liable for additional fees or costs related to any follow-up audits which may be required for any reason, including, but not limited to, failure of the final energy audit to satisfy BANK Loan funding criteria or GSFA program criteria.

[Signatures on following page]



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IN WITNESS WHEREOF, Owner and Contractor have executed and delivered this Addendum as of the date first set forth above.

OWNER(S)	SIGNATURE		DATE
	NAME		PHONE
	MAILING ADDRESS		
	CITY	STATE	ZIP
	SIGNATURE		
	NAME		PHONE
	MAILING ADDRESS		
	CITY	STATE	ZIP

CONTRACTOR	SIGNATURE		DATE
	NAME OF CONTRACTOR REPRESENTATIVE		
	NAME OF COMPANY		PHONE
	MAILING ADDRESS		
	CITY	STATE	ZIP