

SDCP'S SOLAR BATTERY SAVINGS PROGRAM CONTRACTOR SELF-CERTIFICATION

By signing this Self-Certification, Contractor agrees to:

Program Requirements:

- Comply with the requirements of the Program Manual, incorporated herein by reference.
- Provide accurate participant information to SDCP customers based on the program requirements available on SDCP website or distributed by SDCP staff.
- Attend the mandatory training on program processes, marketing, and communication.
- Uphold a professional degree of workmanship.
- Respond to outages or performance issues within a reasonable timeframe and in accordance with warranty.
- Strive for Participant satisfaction throughout the process and at completion.
- Ensure quality and safety for Participant.
- Follow all program rules and work with SDCP staff in a professional manner.
- Submit and complete Participant Enrollment Applications and other program required documents accurately and within a timely fashion.
- Obtain all appropriate permits to facilitate the installation of solar and storage or add-on storage to an existing solar system.
- Complete interconnection applications accurately.
- Track project timelines and request extensions from SDCP, if needed, and as required by the Program Manual. Note that an extension is required for any delay of six months or more from Participant Enrollment Application approval date.
- Maintain all required training, licenses, insurance, and certifications to competently, expertly and professionally provide the Services of this Program.
- Honor a minimum ten-year workmanship warranty.

General Terms & Conditions:

- Comply with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Services.
- Shall not use SDCP's name or insignia, photographs of the Program, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SDCP.
- Understand they are an independent contractor and not an employee of SDCP. Contractor shall pay all wages, salaries, and other amounts due to any personnel performing work for the Program, as required by law.
- Procure and maintain insurance for the duration of the Program, in amounts reasonable with industry standards, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Program and require the same for any and all subcontractors.
- Shall defend, indemnify and hold SDCP, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers,

employees, subcontractors, Vendors or agents in connection with the performance of the Program services, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Shall pay and satisfy any judgment, award or decree that may be rendered against SDCP or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse SDCP and its directors, officials, officers, Contractors, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, SDCP, its officials, officers, employees, agents, or volunteers. This shall survive any expiration or termination of the Program.

- Contractor represents that it is an equal opportunity employer, and it shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of participants, employees, subcontractors, vendors, or suppliers. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

By signing this document, the Contractor agrees that all information provided in this application is accurate and complete. Additionally, the Contractor agrees to comply with the program requirements, including those listed in this self-certification, and in the Program Manual, incorporated herein by reference.

Printed Name: _____

Signature: _____ Date: _____