



## Solar Rebate Program – Participating Solar Contractor Agreement

Applicant hereby agrees on behalf of their company (Contractor):

- To conduct their business in accordance with the requirements listed in the Fort Collins Utilities (Utilities) Participating Solar Contractor Guide (Guide) and Solar Energy Industries Association (SEIA) Solar Business Code
- To abide by the Code of Ethics provided in the Guide
- That any customer signature appearing on any document (electronic or paper) submitted by contractor shall be the true and genuine signature of the customer and that it was affixed by them to the document on the date indicated
- To provide in the first as well as the final solar PV proposal to a Utilities' residential electric customer, the following documents:
  - **Fort Collins Utilities Residential Solar Fact Sheet**
  - Either as appropriate:
    - **SEIA Solar Purchase Disclosure**
    - **SEIA Solar Lease Disclosure**
  - Warranties associated with the installation and all unique equipment components

The disclosure(s) and warranties **must be provided at the same time, in the same format (electronic or paper) as the proposal and be accessible or retrievable by the customer together as a complete proposal packet.**

**Term.** The term of this Agreement shall be for a period beginning as of the signing date of this Agreement and extending through the end of the current calendar year. The Agreement shall renew for additional one-year periods on a calendar year basis if Contractor complies with annual renewal requirements herein, unless terminated in accordance with the terms of the Agreement or as a matter of law.

**Renewal Eligibility Requirements.** In order to ensure sustained and orderly renewal of status in the Participating Solar Contractor Network (Network), Contractor must:

- Respond when requested by Utilities for annual updates,
- Send at least one appropriate staff member to attend any Network meeting(s) which may be required by Utilities,
- Confirm acceptance of any modifications to the Solar Rebate Program (Program) if required by Utilities.

**Evaluations.** Fort Collins may provide third party evaluations of Contractor's installed solar PV system(s) or work completed at the request of Contractor as set forth herein or at Fort Collins' discretion. In connection with efforts to provide satisfactory service to a customer, Contractor may on occasion find that a third-party evaluation would be helpful to remedy a misunderstanding or misconception resulting in customer dissatisfaction. In such a situation, and provided that the Contractor has demonstrated an earnest and diligent effort in providing service to Network standards,

Contractor may request assistance from Fort Collins. This assistance may include independent field investigation/evaluation or system performance tests. Fort Collins will determine in its sole discretion the nature and extent of assistance to be provided, if any, and by what party. Any assistance provided will require the written consent of the affected customer and property owner, if not the customer, including a waiver and release from liability for the benefit of Fort Collins.

**Third Party Random Verification.** To ensure the Contractor and other participating contractors are consistent in adhering to Network goals, third party system evaluations may occur. Third party evaluations may be performed to determine whether installation standards, technical specifications and Program requirements associated with any applicable energy incentives have been met. Allowances for weather conditions, customer impacts, and instrument calibration variances will be considered. Measures found not to be following installation or performance parameters must be corrected within five working days of notification to Contractor.

Contractors who fail verification on more than two projects in a 6-month period may be suspended from the Network for one year as set forth in this Agreement.

**Termination.** This Agreement may be terminated for any reason by either party upon ten (10) days written notice to the other party. This Agreement may be terminated immediately when Fort Collins has determined in its sole discretion that a violation of the terms and conditions of this Agreement has occurred. In the event of termination, Fort Collins shall have no liability to Contractor, and Contractor shall be liable to Fort Collins for any and all damages sustained by reason of any default which gave rise to the termination. Upon termination, Contractor shall immediately cease participation in the Network, including use of any Network or Program marks or materials and shall cease any representation of Contractor's work as eligible for participation in the Program.

**Notices.** The designated representatives for each of the parties will be as follows:

FORT COLLINS:            Todd Musci / Resource Conservation Specialist  
Fort Collins Utilities  
P.O. Box 580  
Fort Collins, CO 80522-0580  
Telephone: 970-224-6157  
solar-rebates@fcgov.com

CONTRACTOR:

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

Business Phone number \_\_\_\_\_

Business Email(s) for Program notifications \_\_\_\_\_

Primary Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Primary Contact Phone \_\_\_\_\_ Email \_\_\_\_\_

Each party must notify the other in writing of any subsequent changes in appointed representative. The notice must include the contact information and email address to which notices required by this Agreement must be sent. All formal notices required for this Agreement will be submitted to the representatives identified above.

### Additional contact information for Program records

Local Contact Name (if different) \_\_\_\_\_ Title \_\_\_\_\_

Local Contact Office Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Local Contact Email \_\_\_\_\_

If applicable:

Lead Installer Name \_\_\_\_\_ Title \_\_\_\_\_

Lead Installer Office Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Lead Installer Email \_\_\_\_\_

### Contractor information for Network listings online

Solar PV Business Functions in Fort Collins (select one or more):

Sales

Design

Installation

Business Name (if different) \_\_\_\_\_

Business Phone number (if different) \_\_\_\_\_

Business Email for sales inquiries \_\_\_\_\_

Business Website \_\_\_\_\_

**Applicable Law.** Colorado law applies to the interpretation and enforcement of this Agreement.

**Entire Agreement.** This Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous offers, negotiations, agreements and understandings, whether oral or written between the parties. Except as provided herein, this Agreement may only be modified or amended by written agreement of the parties.

**Third Party Beneficiaries.** The parties hereby acknowledge and agree that this Agreement is intended to only document the relative rights and obligations between of the parties to one another, and that no third-party beneficiaries are intended. Contractor is solely responsible for any obligations or liabilities in connection with work performed under the Program and any acts or omissions in connection with the same.

**Authority of Applicant.** The person signing below as Applicant represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement; that the execution, delivery, and performance of such party’s obligations hereunder have been duly authorized; and that the Agreement is a valid and legal agreement binding on such party and the entity he or she represents, enforceable in accordance with the terms herein.

IN WITNESS WHEREOF, the Contractor has executed this Agreement on the date set forth below with their signature.

**CONTRACTOR APPLICANT**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBMIT COMPLETED AGREEMENT:** by email to [solar-rebates@fcgov.com](mailto:solar-rebates@fcgov.com), including the following:

- Fort Collins Sales License ([fcgov.com/salestax/](http://fcgov.com/salestax/))
- Fort Collins Solicitor’s license (if applicable, [fcgov.com/solicitation/](http://fcgov.com/solicitation/))
- Fort Collins Building Department Solar Installers license (if applicable, [fcgov.com/building/contractor.php](http://fcgov.com/building/contractor.php))