



The Energy Network Home Upgrade Program Contractor Recruitment Participation Agreement

The Energy Network has developed the Home Upgrade program (Program) that offers financial incentives to eligible single family Property Owners who perform a home upgrade in eligible residences in Los Angeles County. The Energy Network is administered by Los Angeles County in collaboration with Southern California Edison (SCE) and Southern California Gas (SoCalGas®) under the auspices of the California Public Utilities Commission (CPUC).

The Program is designed to improve the energy performance, durability, healthiness and safety of existing residential housing in Los Angeles County. The objectives of the Program are to enhance the delivery of building performance services that use state-of-the-art diagnostic tools and the principles of building science to reduce energy consumption cost-effectively and safely, while also addressing building durability.

Offered by The Energy Network and Energy Upgrade California, the Program is open to homeowners of single-family, detached homes in Los Angeles County who are customers of both Southern California Edison and Southern California Gas Company.

This Contractor Recruitment Participation Agreement (Agreement) is between the recruiter submitting this Agreement and The Energy Network. Recruiters enter into an agreement with potential Participating Contractors to provide program training and/or enrollment support services that aid contractors in enrolling and participating in the Program. The Energy Network will provide recruitment bonus payments to recruiters who have signed the Agreement and meet all participation commitments. This bonus is only applicable to new Participating Contractors not currently enrolled with The Energy Network, SCE, SoCalGas or any other implementer of Home Upgrade and/or Advanced Home Upgrade.

Recruiter acknowledges that they have received, read, understand, and are able to train others according to the following Program document that is incorporated into this Agreement herein by this reference:

1. The Energy Network Contractor Manual

This Agreement is completely voluntary and can be terminated at any time for any reason or no reason at all, by either The Energy Network or the recruiter with prior written notice from the terminating party to the other party. In the event of termination of the Agreement for non-compliance, the recruiter will be notified of such termination in writing, and will be allowed 7 days from the date of the notification to submit notice of contractors previously recruited.

In consideration of the terms of this Agreement, the parties mutually agree to the following:

The Energy Network Commitments: The Energy Network shall provide the following:

1. Information on Program procedures, requirements, and qualifying equipment specifications.
2. Account managers to help Participating Contractors achieve success in the Program by delivering high-quality home performance services, assisting with program related issues and answering contractor questions.



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3. Bonus in the amount of \$1,000 paid to recruiter upon payment of Participating Contractor's first project. Payment is dependent on the following:
 - o Enrollment of the Participating Contractor in to The Energy Network Home Upgrade program, including a completed Contractor Participation Agreement, submittal of eligible insurance documentation and training with an account manager.
 - o Installation of measures that meet all program requirements.
 - o Submittal of complete project documentation including, but not limited to, application and project completion forms with supporting documentation that meets all program requirements.
 - o Passing of all in-field inspection or field mentoring required by program.
4. Additional bonus in the amount of \$1,000 paid to recruiter when and if a Participating Contractor completes 10 paid Home Upgrade projects within 6 months of contractor enrolling with The Energy Network. Recruitment bonus will not exceed \$2,000 per contractor.

Recruiter Commitments: Recruiter agrees to strictly comply with each of the following regarding his or her participation in the Program:

1. Recruiter shall provide training on The Energy Network Home Upgrade program to high quality contractors eligible for participation in the Program. High quality contractors are defined as a contractor that pulls appropriate permits and can typically complete 10 or more projects per month.
2. The Energy Network Contractor Manual, supplemented by program documentation, shall govern the program specific roles, responsibilities, requirements, policies and guidelines. The recruiter acknowledges receipt of these documents.
3. Recruiter shall not misrepresent any information on the Contractor Participation Agreement, incentive application or program collateral, concerning their purpose, policies and procedures, or recruiter's role in either the Program or their relationship with Energy Upgrade California or The Energy Network.
4. Recruiter shall not falsify any notification to take credit for recruitment of a Participating Contractor who had begun enrollment on their own accord.
5. Recruiter understands that participation in the Program does not constitute an endorsement of the recruiter of any kind by Energy Upgrade California or The Energy Network. Recruiter shall not state or imply any such endorsement, either directly or indirectly.
6. Recruiter shall be solely responsible for the work of any and all subcontractors in the recruitment effort.
7. The recruiter must provide Participating Contractors with all required materials and documentation to complete enrollment.



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Recruiter Name (*must match W-9*): _____

Company Address: _____

Company Phone Number: _____

AGREEMENT

By signing this Agreement, Recruiter is certifying that:

- Recruiter does not have any unresolved or outstanding complaints before the California State Department of Labor, Licensing and Regulation or a pattern of outstanding litigation that involves his or her work.
- Recruiter’s representative has the necessary legal authority to act on Recruiter’s behalf.
- All of the information provided is accurate.
- Recruiter has read, understood, and hereby agrees to all of the terms and conditions of this Agreement.
- Is required to submit the following documents prior to participation in the program:
 - IRS Form W-9.

Recruiter Signature

Recruiter Name (printed)

Date