

SELF-GENERATION INCENTIVE PROGRAM (SGIP) ADVANCE PAYMENT PROGRAM (APP) DEVELOPER AND HOST CUSTOMER AGREEMENT

This Self-Generation Incentive Program (SGIP) Advance Payment Program (APP) Agreement (Agreement) is made by and between _____ (Program Administrator (PA)), the qualifying SGIP Developer (Developer) and the Host Customer (Customer). The agreement is effective upon Customer's and Developer's signatures, and the PA's issuance of a Confirmed Reservation Letter for the SGIP project (Project).

Participation is subject to the following:

SGIP Project Contract: Except as otherwise modified, all terms and conditions under the SGIP Contract governing the Project for which the incentive advance is paid shall apply.

Audit, Inspection, and Reporting: Upon request, the PA may audit Developer's Project account(s), including but not limited to invoices and bank statements, to ensure the proper expenditure of the Advance Incentive Payment and progress towards Project completion. The PA reserves the right to request status updates and to inspect Customer's property to verify the accuracy of such status reports.

Project Advance Incentive Payment: Customer agrees to assign the AIP, totaling fifty percent (50%) of the Project Incentive specified on the Confirmed Reservation Letter approving the Project, to be paid to the Developer.

Remainder of the Project Incentive Payment: Any remaining incentive shall be paid upon Project completion, meeting the Project's SGIP Contract completion requirements and will be paid to the Customer's designated incentive Payee on the Project's final Incentive Claim Form (ICF).

No Final Project Incentive Payment Guarantee: If a remainder of the Project incentive is due, it is not guaranteed to be paid to Developer unless Customer elects to designate the Developer as the payee on the ICF. Developer receiving the Project's advance payment through APP, does not provide Developer the right to receive or guarantee any Project final incentive payment.

Out-of-Pocket Project Costs: Developer agrees to not charge the Customer any out-of-pocket costs prior to the entire SGIP project incentive being paid.

Cost Transparency: Developer will provide accurate project cost estimates to Customer in advance of application submission. Developer affirms that they will not charge the Customer any out-of-pocket costs prior to the approved ICF.

Residential Storage or Solar + Storage System: Developer agrees it will not sell the Customer a residential storage or solar + 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. Customer has no obligation to accept or contract for additional products or services from the Developer.

Project Completion Requirement: Projects participating in the APP and for which a fifty (50%) advance payment is made to the Developer are required to be completed no later than 180 calendar days from the date of the Confirmed Reservation Letter. Developer shall also provide Customer with an estimated installation date. The PA will allow one (1) six-month extension for an APP project following SGIP's extension requirements in the SGIP Handbook. If the project is for a Tribal Customer, the project will have access to three (3) six-month extensions following SGIP's extension process.

Advance Incentive Payback: If Projects are not completed within 180-days or relevant term of extension, or canceled at any time, Developer agrees to, within thirty (30) calendar days, promptly pay back the fifty percent (50%) advanced incentive received. In the event that the advanced incentive payment is not returned within thirty (30) calendar days, as specified, the PA reserves the right to withhold payment owed to Developer for other active projects, up to the amount of the advanced incentive offset.

Non-Compliance: Developers that do not comply with the terms of this Agreement may be permanently barred from any future participation in the APP. The PA also retains discretion to permanently bar a Developer from any future participation in the SGIP. Further information can be found in the Infractions section of the SGIP Handbook.

Amendment: This Agreement may be amended from time to time as agreed by the SGIP PAs.

Acknowledgement and Certification: Developer and Customer certify and declare that they understand and agree to this Agreement, the Advance Payment Program (APP) Developer Enrollment Form, the SGIP Handbook, and {any other SGIP contract documents that create a global contract}. Developer and Customer understand that a false statement made in submitted information or altered documentation may result in forfeiture of rebate or reimbursement of any and all SGIP funds received. Developer and Customer certify that the information provided in connection with their participation in the SGIP Advance Payment Program is true and correct. Developer and Customer have read and understand the requirements and the terms and conditions set forth in this Agreement and agree to abide by these requirements. Developer and Customer verify by their signatures hereto that they have the authority to enter into this Agreement.

SGIP Developer	Date	Host Customer	Date
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