

County of Santa Barbara

emPowerSBC Program

Assignment of Payment and Certificate of Completion

IMPORTANT: DO NOT SIGN THIS FORM UNTIL WORK IS COMPLETED

Section 1: Assignment of Right to Receive Financing Proceeds to be Completed by Property

Owner

Property Owner(s) Name(s) and Address:

PROPERTY OWNER 1 NAME	PROPERTY OWNER 2 NAME
PROPERTY ADDRESS	LOAN NUMBER
CITY, STATE, ZIP	LENDER
DAYTIME PHONE NUMBER	DAYTIME PHONE NUMBER

I (We) (the “Property Owner”) own of fee title the detached, single-family residence located at the address set forth above which is in the County of Santa Barbara (“Property”) and have applied for an emPowerSBC Loan, the loan number of which is set forth above (“Loan”).

I (We) hereby transfer and assign the right to receive all financing proceeds from the Loan to the following individual or entity (the “Assignee” or “Contractor”) who has performed energy upgrade work financed by Lender on the Property (“Property Improvements”):

Contractor Name and Address:

ASSIGNEE/CONTRACTOR NAME, TITLE, COMPANY	ASSIGNEE TAX IDENTIFICATION NUMBER
ASSIGNEE ADDRESS	ASSIGNEE CITY, STATE, ZIP
ASSIGNEE TELEPHONE NUMBER	AMOUNT ASSIGNED
ASSIGNEE LICENSE NUMBER	

Section 2: Property Owner(s) Certification

Notice to Property Owner(s): You must sign and give this certificate to the Lender when the Property Improvement installation work is final and completed to your satisfaction as a condition of payment to the Contractor.

Completion of Work

I (We) certify that:

- Each and every one of the Property Improvements listed on the application for the Energy Upgrade California incentives and on the loan application to the Lender for financing under the emPowerSBC Program, have been completed in accordance with the bid contract and the project cost estimate that were supplied to the Lender; and
- I (We) have reviewed each of the Property Improvements and the work is satisfactory.

I agree to indemnify and hold harmless the lender and/or the County of Santa Barbara and their authorized officers, employees, and agents from any and all claims, actions, losses, damages, and/or suit arising from work financed in my Loan.

I understand that the selection of the lender and the Contractor and the acceptance of the materials used and the work performed are my responsibility, and that emPowerSBC and the County of Santa Barbara and their directors, officers, agents, and the lender do not guarantee the performance, quality, or workmanship of the Property Improvements.

I understand that my Loan will be directly with the lender and not with emPowerSBC or the County of Santa Barbara.

I authorize the lender to disburse the Loan proceeds to the Assignee.

Release of Information

EmPowerSBC and the County of Santa Barbara, including its directors, officers, employees, affiliates, agents, or designees, has received and will receive information related to the work and use that information to serve customers more efficiently and effectively. EmPowerSBC will use this information for program management and evaluation and treat the information as confidential unless otherwise required by law. Notwithstanding anything to the contrary:

Section 2: Property Owner(s) Certification (cont.)

- I authorize Contractor and lender to share information with emPowerSBC, including contract information, data on work performed and equipment installed, information regarding my Loan, and other information relating to or arising from participation in the emPowerSBC program.
- I understand that the County of Santa Barbara or its designee may contact me to evaluate the emPower SBC Program, including asking me to complete a customer satisfaction survey and/or conducting an on-site inspection at my home to assess the installation of the Property Improvements financed.
- EmPowerSBC will not release any personal identifying information for marketing or other purposes without my express written consent and will not sell my information to third parties. For all other uses, emPowerSBC will only release information in an anonymous and aggregated form with all personal identifying information removed.

Appliance Disposal/Recycling

I certify that all appliances and other equipment removed from the Property as a result of the Property Improvements have been disabled and taken out of service permanently, are not being reused, and to the best of my knowledge, have been recycled or disposed of in accordance with local, state, and federal laws, codes, and ordinances.

PROPERTY OWNER(S): DO NOT SIGN THIS CERTIFICATE UNTIL THE PROPERTY IMPROVEMENTS HAVE BEEN COMPLETED TO YOUR SATISFACTION

Signature of Property Owner 1 Print Name Date

Signature of Property Owner 2 Print Name Date

Section 3: Contractor Certification to Lender

Notice to Contractor: Completion of this form is a condition of loan disbursement.

I, the undersigned Contractor, certify that:

- (1) The Property Improvements that are being financed under the emPowerSBC Program through the Loan referenced above are all listed on the application that was supplied to Lender as part of the loan application, on the application for Energy Upgrade California incentives, on the application for California Solar Initiative if Property Improvements include solar projects, and are qualifying improvements under the emPowerSBC Program; and
- (2) The Contractor Report on Project on the Property Improvements installed and associated energy savings that is attached hereto is complete and accurate; and
- (3) The Property Improvements have been completed in accordance with the bid contract and the cost estimate for those improvements that was supplied to the Property Owner and the final invoice attached hereto, and to the satisfaction of the Property Owner; and
- (4) The Property Improvements are Exempt Undertakings – Undertakings Not Requiring Review by State Historic Preservation Officer (SHPO) as set forth in Attachment A to the Contractor Participation Agreement that I have entered into and which is on file with the County of Santa Barbara; and
- (5) The Property Owner(s) signed this certificate after final completion of the Property Improvements, and all signatures on this certificate are genuine; and
- (6) In consideration of the disbursement of the Loan proceeds, I hereby waive and release the right to claim a lien for labor, services, or materials furnished to the Property Owner(s) with regard to the Property Improvements; and
- (7) The Property Improvements were installed in accordance with Energy Upgrade California, manufacturer requirements, emPowerSBC guidelines and applicable federal, state, and local laws, regulations, and ordinances including, but not limited to applicable building codes; and
- (8) All appliances and other equipment removed from the Property as a result of the Property Improvements have been disabled, taken out of service permanently, are not being reused, and have been recycled or disposed of in accordance with local, state, and federal laws, codes, and ordinances. I take full responsibility for being aware of any applicable laws, codes, or ordinances associated with proper disposal of refrigerants, electronics, and other hazardous wastes.

Section 3: Contractor Certification to Lender (cont.)

Required Attachments: Final invoice on Property Improvements to be financed by emPowerSBC, and Contractor Report on Project on the Property Improvements installed and associated energy savings.

_____	_____	_____
Signature of Contractor	Print Name and Title	Date
_____	_____	
Company	License Number	

**PLEASE RETURN THIS COMPLETED FORM AND
SPECIFICATION SHEET TO LENDER**

Lender Name: _____

Address: _____

City, State, Zip: _____

Fax: _____