San José Clean Energy EcoHome Payment Plan Pilot Program
Contractor Participation Agreement

Last Updated: October 28, 2025

This Agreement ("Agreement") is made and entered into by and between the City of San José, a California municipal corporation ("City") and you, a licensed contractor ("Contractor"). The City's Energy Department administers the San José Clean Energy ("SJCE") program.

SJCE developed the EcoHome Payment Plan Pilot Program ("Program") to allow qualified residential customers residing in the City of San José to fund the cost of installing of eligible home electrification upgrades ("Upgrades") and to repay it on their monthly electric bill. The Program allows qualified residential Customers to receive zero percent (0%) interest, no-fee, unsecured loans for eligible Upgrades. To be eligible for a loan, Customers are required to work with a EcoHome Payment Plan Pilot Program Eligible Contractor. To be listed as an Eligible Contractor, Contractor must execute and comply with the terms of this Agreement and not have been found liable for any applicable labor violations within the previous three (3) years. Capitalized terms used herein not otherwise defined shall have the same meaning defined in the Loan Agreement.

Program Terms and Conditions

Contractor shall complete online webinar trainings required by the City for participation in the Program.

Contractor understands that each Customer must own or have obtained and provided the written approval from the legal owner of the property to contract for Upgrades on the property. Customer must have a fully executed Loan Agreement on file with the City. Upgrades may only be installed at the Customer's residence designated on the Loan Agreement.

Contractor shall complete a Contractor Bid to Customer that Customer can submit with their loan application. Contractor Bid must include an itemized list of eligible Upgrades, each Upgrade's cost, and any rebates and incentives to be provided by the City or other programs. Contractor Bid will inform the Customer Loan Agreement Exhibit C: Proposed Upgrades and Loans Terms and must be approved by the City to reserve funding.

Contractor agrees to install approved Upgrades at Customer's property. Upon Contractor's completion of the Upgrades, Contractor shall submit project Close Out Documentation, which includes the final Contractor Invoice, itemized the same way as the Contractor Bid, the Loan Agreement Exhibit F; Final Project Verification Form and Loan Terms signed by the Customer and Contractor, copy of the final closed permit(s), and photo(s) of the Upgrades as requested by the City and other third-party vendors.

Contractor agrees to receive payment from the City, as directed by the Customer on behalf of Customer, for the Final Loan Amount Upgrade(s) is eligible for.

If project is active but will not be completed within the 120-day period from the final date of Customer Loan Agreement execution, Customer shall request an extension from the City.

Within thirty (30) days after receipt of a complete and accurate set of Close Out Documentation, the City will remit payment to the Contractor the Final Loan Amount and San José Clean Energy Rebates as stated in the Loan Agreement Exhibit F; Final Project Verification Form and Loan Terms as approved by the City. Contractor shall not be paid under this Agreement and the City, its employees, representatives, or agents shall have no liability for any costs for Upgrades or additional work that is not listed in the Loan Agreement Exhibit F: Final Project Verification Form and Loan Terms.

General Terms and Conditions

This Agreement is effective upon the date is executed by both parties and will continue for the duration of the Program Period, to be determined solely by the City based on program funding, unless earlier termination in accordance with the provisions in this Agreement.

Contractor shall: (1) have and maintain a valid and appropriate contractor license for each project; (2) obtain and keep in full force and effect California Statutory Workers' Compensation insurance (at or above the minimum limit required by law) for all persons whom the Contractor employs in carrying out its activities with any project; (3) obtain and keep in full force and effect $1,000,000 minimum coverage per occurrence of Commercial General Liability insurance for the work to be performed; (4) provide repair, maintenance and warranty protocols for each project as required by product manufacturer; and (5) not have had labor violations filed against them with the State's Department of Industrial Relations over the past three years.

Contractor acknowledges and understands that it is not an employee or agent of SJCE or the City. Neither SJCE nor the City will be held liable for the actions of any vendors or Customers. Contractor agrees to defend, indemnify, and hold harmless SJCE and the City from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from Contractor's work or the performance of the installed Upgrades. SJCE, or the City, shall not be held liable to applicant for any incidental, special, indirect or consequential damages related to this Agreement. This provision shall survive the termination of this Agreement.

Either the City or Contractor may terminate this Agreement with or without cause at any time; however, any termination for convenience will not be effective until the completion of any project ongoing as of the date the notice of termination is given. The City may modify or terminate the Program with or without notice.

This Agreement is between the City of San José, with SJCE administering the Program, and the Contractor. Contractor may not assign or transfer rights or delegate obligations under this Agreement.

City's Right to Withhold Payment: Where Contractor or any subcontractors it employs to perform work under the Program has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency with respect to work under this Agreement or the Program, the City reserves the right to withhold payment to Contractor until such judgment, decision or order has been satisfied in full. Notice provided to the City's Office of Equality Assurance as required under this Agreement shall be addressed to: Office of Equality Assurance, 200 East Santa Clara Street, 5th Floor, San José, CA 95113.

Contractor represents that it is familiar with Chapter 12.08 of the San José Municipal Code,

which generally prohibits a City officer or designated employee from accepting any gift. Contractor shall not offer any City officer or designated employee any gift prohibited by Chapter 12.08.

Contractor represents that it is familiar with Chapter 12.10 of the City's Municipal Code, which generally prohibits a former City officer and former designated employee from providing services to the City connected with his/her former duties or official responsibilities. Contractor shall not use either directly or indirectly any officer, employee or agent to perform any services if doing so would violate Chapter 12.10.

The City's waiver of any violation of this Agreement by Contractor is not a waiver of any other violation by Contractor.

The City's acceptance of any service or deliverable is not a waiver or release of any professional duty of care applicable to such service or deliverable, or of any right of indemnification, any insurance requirements, or any other term or condition of this Agreement.

Contractor shall perform all services consistent with all applicable federal, state and local laws, ordinances, codes and regulations. This obligation is not limited in any way by the Consultant's obligation to comply with any specific law, ordinance, code or regulation set forth elsewhere in this Agreement.

Contractor represents and warrants that it currently has a City business tax certificate or exemption, if qualified, and will maintain such certificate or exemption for the Agreement term.

California law governs the construction and enforcement of this Agreement. Any litigation resulting from this Agreement will be filed in and resolved by either the Superior Court of California for the County of Santa Clara, or the San José Division of the Northern District of California. If a court finds any part of this Agreement unenforceable, all other parts shall remain enforceable.

BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS RELATING TO WAGE AND HOUR LAWS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING AS TO THE CONTRACTOR AND ITS SUBCONTRACTOR(S) – IN THE THREE YEARS PRIOR TO EXECUTING THIS AGREEMENT. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

This Agreement may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

Unless otherwise prohibited by law or City policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City.

By signing below, Contractor, acknowledges and agrees to the Participation Agreement:

CONTRACTOR	**CITY OF SAN JOSÉ**
Signature: _____	**Signature:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

CONTRACTOR INFORMATION

Contractor Name/Business Name: _____

Email: _____

Phone: _____

Business Address: _____

Business Website: _____

Business License # and Classification: _____

Note for Participating Program Contractors:
Please sign the Agreement and if not already completed please provide (1) a copy of your general liability insurance, (2) a copy of your contractor's license, and (3) a signed W-9 via e-mail to askprograms@sanjoseca.gov. We will get back to you within five business days of receipt on the status of your application. If you have any questions in the interim, please contact us at askprograms@sanjoseca.gov. Thank you.