

Application for Financing

PROPERTY INFORMATION

PROPERTY OWNER(S) LEGAL NAME(S) AS THEY APPEAR ON PROPERTY TAX RECORDS			
OWNER 1	LAST 4 DIGITS OF SSN OR TIN	OWNER 2	LAST 4 DIGITS OF SSN OR TIN
OWNER 3	LAST 4 DIGITS OF SSN OR TIN	OWNER 4	LAST 4 DIGITS OF SSN OR TIN

PROPERTY OWNER CONTACT INFORMATION		
NAME	EMAIL ADDRESS	DAYTIME TELEPHONE

PHYSICAL PROPERTY ADDRESS (SITE OF IMPROVEMENT)			
STREET ADDRESS	CITY	STATE CA	ZIP

MAILING ADDRESS (IF DIFFERENT)			
STREET ADDRESS	CITY	STATE	ZIP

PROPERTY OWNER(S) TYPE (CHECK ALL THAT APPLY)	
<input type="checkbox"/> Individual(s) / Joint Tenants / Common Property (Not In Trust) <input type="checkbox"/> Trust / Trustees / Living Trust <input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____

PROPERTY TYPE (CHECK ALL THAT APPLY)	
<input type="checkbox"/> Single Family Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Home Owner's Association (HOA/CCRs) <input type="checkbox"/> Commercial NAICS Code _____	<input type="checkbox"/> Multi-Family Residential (4 or more units) <input type="checkbox"/> Commercial <input type="checkbox"/> Historic District

MORTGAGE MODIFICATION INFORMATION	
Is this property currently subject to any type of loan modification program?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, is the loan modification the Home Assistance Modification Program (HAMP)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please Note: Additional documentation may need to be provided in order to process the application	

HOW DID YOU HEAR ABOUT SCEIP? (CHECK ONE)		
<input type="checkbox"/> Contractor <input type="checkbox"/> Radio	<input type="checkbox"/> Newspaper or Periodical <input type="checkbox"/> Friend or Family	<input type="checkbox"/> Other (Please Specify Below) _____

IMPROVEMENT(S) INFORMATION

IDENTIFY SPECIFIC IMPROVEMENTS FOR FINANCING			
1. PROPOSED IMPROVEMENT MEASURE NAME		TYPE OF IMPROVEMENT (CHECK ONE)	
		<input type="checkbox"/> Generation <input type="checkbox"/> Energy <input type="checkbox"/> Seismic <input type="checkbox"/> Wildfire Safety <input type="checkbox"/> Water Strengthening	
IMPROVEMENT COST	(-) LESS REBATE(S)	PERMIT FEE INCLUDED	(=) NET IMPROVEMENT COST
\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$

2. PROPOSED IMPROVEMENT MEASURE NAME		TYPE OF IMPROVEMENT (CHECK ONE)	
		<input type="checkbox"/> Generation <input type="checkbox"/> Energy <input type="checkbox"/> Seismic <input type="checkbox"/> Wildfire Safety <input type="checkbox"/> Water Strengthening	
IMPROVEMENT COST	(-) LESS REBATE(S)	PERMIT FEE INCLUDED	(=) NET IMPROVEMENT COST
\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$

TOTAL PROJECT COSTS (SUMS FROM ABOVE)			
IMPROVEMENT COST	(-) LESS REBATE(S)		(=) NET IMPROVEMENT COST
\$	\$		\$

ITEMIZED ESTIMATED COST OF IMPROVEMENT(S) – DOCUMENTATION REQUIRED			
A.	Construction contract(s) (bid price for cost of materials and labor less any applicable rebates):	\$	_____
B.	Contingency allowance – OPTIONAL - [10% of above – single disbursement contracts under \$40,000 only]:	\$	_____
C.	Onsite energy and water survey/analysis costs [<u>Residential</u> : highly recommended but not required to participate; <u>Commercial</u> : must complete the SCEIP Commercial Facility Energy Report or equivalent onsite energy analysis]:	\$	_____
D.	Professional services (Appraisal, drafting, engineering, project management and/or plan preparation costs):	\$	_____
E.	Permit Fee (if not included in bid):	\$	_____
		Total:	\$ _____
		Requested Financing Amount:	\$ _____
Minimum proposal amount (line A) is \$2500.			

REQUESTED ASSESSMENT REPAYMENT PERIOD	
<input type="checkbox"/> 10 Years <input type="checkbox"/> 20 Years	The minimum amount for a SCEIP Assessment Contract is \$2,500. For assessments between \$2,500 and \$4,999, the term will be 10 years. Assessments \$5,000 and above may be a term of 10 or 20 years.

Important Clarifications

	Initial Here
(1) Work cannot begin until Notice to Proceed is issued.	_____
(2) Payment is disbursed after completion of work.	_____
(3) For single disbursement contracts under \$40,000, <u>one</u> payment is issued, after <u>all</u> contractors' work is complete.	_____
(4) Property is subject to an annual administrative assessment for every contract adjusted annually based on the Department of Labor Consumer Price Index. It pays for costs associated with financing and bonding.	_____
(5) A one-time partial prepayment (minimum \$5000.00) can be made at any time. Assessment term will remain the same with reduced payments. Prepayment in entirety will be accepted throughout the term of the assessment with no penalty.	_____
(6) Accrued interest – Interest begins accruing on the bonded amount determined at disbursement (the first interim payment for multiple disbursement contract).	_____

Age Acknowledgement and Right to Cancel Term

I(we) am(are) 65 years or older at the time of submitting this Application. If at least one Property Owner is 65 years or older, the Right to Cancel shall be five (5) days instead of three (3) days.

☐ Yes, at least one Property Owner is 65 or older.

☐ No, Property Owner(s) is(are) not 65 or older.

By signing this Application, the undersigned hereby declares under penalty of perjury under the laws of the State of California all of the following:

1. I(we) am(are) current owner(s) of record of the property described herein (the "Property").
2. The Property is not currently involved in a bankruptcy proceeding.
3. I(we) are current on any mortgage or other loan secured by the Property.
4. That (i) the information provided in this Application is true and correct as of the date set forth opposite my/our signature(s) on this Application and (ii) that I/we understand that any intentional or negligent misrepresentation(s) of the information contained in this Application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both and liability for monetary damages to the County of Sonoma, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/we have made in this Application.
5. I(we) am(are) applying to participate in the Sonoma County Energy Independence Program. I(we) understand that I/we must execute an Assessment Contract and Implementation Agreement with the County of Sonoma in order to receive financing for the Improvements and I(we) have the authority, without the consent of any third party which has not been previously obtained, to execute and deliver the Assessment Contract and Implementation Agreement, this Application, and the various documents and instruments referenced herein.
6. I(we) understand that the financing provided pursuant to the Assessment Contract will be repayable through an assessment levied against this Property. The Assessment Contract will specify the amount of the assessment and the assessment installments and the interest on the assessment to be collected on the tax bill for the Property each year. The assessment and the interest and any penalties thereon will constitute a lien against the Property until they are paid, even if I(we) sell the Property to another person. I(we) understand that assessment installments together with the interest on the assessment will be collected on my/our property tax bill in the same manner and at the same time as property taxes and will be subject to the same penalties, remedies, and lien priorities as for property taxes in the event of delinquency.
7. I(we) understand that if I(we) pay property taxes through an escrow account, it is my(our) responsibility to notify my(our) lender to adjust my/our monthly payments.
8. I(we) have reviewed any existing loan agreements and security instruments applicable to the Property, and verified that executing the Assessment Contract, receiving the financing for the Improvements, and consenting to the assessment levied against the Property will not constitute a default under any other agreement or security instrument which affects the Property or to which I(we) am(are) a party.

9. I(we) agree that the selection of any product(s), equipment, and measures referenced in this Application (the "Improvements"), the selection of any manufacturer(s), dealer(s), supplier(s), contractor(s) and installer(s), and the decision regarding the purchase, installation and ownership/maintenance of the Improvements is(are) my(our) sole responsibility and that I(we) have not relied upon any representations or recommendations of the County of Sonoma, its agents, representatives, assignees, or employees, in making such selection or decision, and that my manufacturer, dealer, supplier, contractor or installer of the Improvements is not an agent, employee, assignee or representative of the County of Sonoma.
10. I(we) understand that the County of Sonoma makes no warranty, whether express or implied, with respect to the choice, use or application of the Improvements, including without limitation, the implied warranties of merchantability and fitness for any particular purpose, use or application of the Improvements.
11. I(we) agree that the County of Sonoma has no liability whatsoever concerning (i) the quality or safety of any Improvements, including their fitness for any purpose, (ii) the estimated energy savings produced by or performance of the Improvements, (iii) the workmanship of any third parties, (iv) the installation or use of the Improvements including, but not limited to, any effect on indoor pollutants, or (iv) any other matter with respect to the Sonoma County Energy Independence Program.
12. I(we) understand that I(we) is(are) responsible for meeting all Sonoma County Energy Independence Program requirements and complying with all applicable Federal/State/County/City laws and the requirements of any agreement which affects the Property or the use of the Property (such as homeowner's association requirements, if any).
13. I(we) agree to notify the Program if I(we) have obtained or am in the process of obtaining property assessed clean energy (PACE) financing from a different PACE provider as of the date of this Application or any time before my SCEIP project is complete. I(we) will provide all relevant information requested by the Program in order to determine if I have met the requirements listed above.

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT, WHICH MAY APPLY TO THIS TRANSACTION, PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS THE FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, DC 20580.

Signed on this _____ day of _____, _____
Date
Month
Year

in the City of _____, State of California.
City

<i>Property Owner Signature</i>	<i>Printed Name</i>
<i>Property Owner Signature</i>	<i>Printed Name</i>
<i>Property Owner Signature</i>	<i>Printed Name</i>
<i>Property Owner Signature</i>	<i>Printed Name</i>

Keep a copy for your records of your completed Application and all documents submitted. Keep a copy of all receipts, paid invoices, and home improvement contracts.

Submit completed Applications and attachments to sceip@sonoma-county.org or to 2300 County Center Drive, Ste. A105, Santa Rosa, California 95403-3009. For questions regarding the status of your Application call (707) 565-6470 or email sceip@sonoma-county.org

DISCLOSURE REGARDING ASSESSMENT FINANCING

The Sonoma County Energy Independence Program establishes the manner by which the County of Sonoma ("County") may finance, pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10), the installation of renewable energy systems, energy efficiency, water efficiency, seismic strengthening, and wildfire safety improvements that are permanently fixed to a property owner's real property ("Improvements"). Improvements will be financed pursuant to an assessment contract between the County and the property owner.

The financing of Improvements will be secured by and repayable through an assessment levied by the County against the owner's property (the "Property"). Each year until the assessment is paid off, assessment installments (including principal and interest) will be collected on the property tax bill for the Property in the same manner and at the same time as property taxes. Assessment installments will be subject to the same penalties, remedies (including foreclosure and sale of the property), and lien priorities as for property taxes in the event of delinquency.

The assessment and each installment thereof, and any interest and penalties thereon, will constitute a lien against the Property until paid even though prior to full payment the Property is conveyed to another person. An assessment lien will be recorded against the Property in the office of the County Recorder of the County of Sonoma upon execution of the assessment contract. Such lien will be paramount to all existing and future private liens against the Property, including mortgages, deeds of trust and other security instruments.

Before completing a Sonoma County Energy Independence Program Application, a property owner should carefully review any mortgage agreement(s) or other security instrument(s) which affect the Property or to which the property owner is a party. **ENTERING INTO A SONOMA COUNTY ENERGY INDEPENDENCE PROGRAM ASSESSMENT CONTRACT WITHOUT THE CONSENT OF THE OWNER'S EXISTING LENDER(S) COULD CONSTITUTE AN EVENT OF DEFAULT UNDER SUCH AGREEMENTS OR SECURITY INSTRUMENTS. DEFAULTING UNDER AN EXISTING AGREEMENT OR SECURITY INSTRUMENT COULD HAVE SERIOUS CONSEQUENCES TO THE PROPERTY OWNER, WHICH COULD INCLUDE THE ACCELERATION OF THE REPAYMENT OBLIGATIONS DUE UNDER SUCH AGREEMENT OR SECURITY INSTRUMENT.**

The County has advised the Property Owner that Fannie Mae and Freddie Mac, the owners of a significant portion of all home mortgages, have stated that they will not purchase home loans with assessments, such as those offered by the County of Sonoma. This may mean that property owners who sell or refinance their property may be required to prepay such assessments at the time they close their sale or refinancing. Fannie Mae and Freddie Mac's guidance may also lead lenders to conclude that participating in SCEIP financing is a violation of typical mortgage terms prohibiting senior liens without lender consent. Consequently, (i) an existing lender could notify the Property Owner that the SCEIP financing triggers an event of default or the exercise of remedies under the existing mortgage, (ii) the existence of the senior SCEIP assessment lien could adversely impact the Property Owner's ability to obtain private financing in the future and (iii) the existence of the senior SCEIP assessment lien could adversely impact the Property Owner's ability to sell the property because lenders may be unwilling to provide purchase money financing to potential buyers on a basis subordinate to the SCEIP lien.

I(we) declare that (i) the owner has the authority, without the consent of any third party which has not been previously obtained, to execute and deliver the assessment contract, the Application, and the various documents and instruments referenced therein; and (ii) that executing the assessment contract, receiving financing for Improvements, and consenting to the assessment levied against the Property will not constitute a default under any other agreement or security instrument which affects the Property or to which the property owner is a party. **If you have any questions about any agreements or security instruments which affect the Property or to which you are a party or about your authority to execute the Sonoma County Energy Independence Program Application or enter into an assessment contract with the County without the prior consent of your existing lender(s), the County strongly encourages you to consult with your own legal counsel and your lender(s).** Sonoma County Energy Independence Program staff will not provide property owners with advice about existing agreements or security instruments.

Property Owner Signature

Printed Name

Property Owner Signature

Printed Name

Property Owner Signature

Printed Name

Property Owner Signature

Printed Name

THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977

FAIR LENDING NOTICE

It is illegal to discriminate in the provision of or in the availability of financial assistance because of the consideration of:

1. Trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation, unless the financial institution can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice; or
2. Race, color, religion, sex, marital status, domestic partnership, national origin or ancestry.

It is illegal to consider the racial, ethnic, religious or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.

These provisions govern financial assistance for the purpose of the purchase, construction, rehabilitation or refinancing of one- to four-unit family residences occupied by the owner and for the purpose of the home improvement of any one- to four-unit family residence.

If you have any questions about your rights, or if you wish to file a complaint, contact the management of this financial institution or the Department of Real Estate at one of the following locations:

*2550 Mariposa Mall, Suite 3070
Fresno, CA 93721-2273*

*2201 Broadway
P.O. Box 187000 (mailing address)
Sacramento, CA 95818-7000*

*320 W. 4th Street, Suite 350
Los Angeles, CA 90013-1105*

*1350 Front Street, Suite 3064
San Diego, CA 92101-3687*

*1515 Clay Street, Suite 702
Oakland, CA 94612-1462*

ACKNOWLEDGEMENT OF RECEIPT

I (we) received a copy of this notice.

Property Owner Signature

Printed Name

Property Owner Signature

Printed Name

Property Owner Signature

Printed Name

Property Owner Signature

Printed Name