

GREEN ENERGY MONEY SAVER (“GEM\$”) ON-BILL PROGRAM RESIDENTIAL PARTICIPANT AGREEMENT

Participant Name(s):			
Mailing Address:			
Service Address:			
Phone Number (1):		Phone Number (2):	
Email (1):		Email (2):	
Utility Account #:		Premises No.:	

Property Owner(s):	
Property Owner(s):	
Property Owner(s):	
Property Owner(s):	

Contractor Name:	
Contact Name:	
Phone:	
Email:	

This Residential Participant Agreement (this “Agreement”), while executed on the date indicated below on the signature page, is effective (the “Effective Date”) as of _____, 20____, between the Hawaii Green Infrastructure Authority, an instrumentality of the State of Hawaii (“HGIA”) and _____ (the “Participant(s)”). The Effective Date is the date HGIA pays my Contractor in full, on my behalf, for the complete installation of the GEM\$-approved Energy Improvement (the “Energy Improvement” or “EI”) described in the Preliminary Truth in Lending Disclosure (the “Preliminary Disclosure Statement”) attached as Exhibit A hereto. I understand that HGIA is unable to predict the timing of when the installation of my EI will be completed and therefore, the Effective Date has initially been left blank above and HGIA has estimated the Finance Charge, Total of Payments and Term on the Preliminary Disclosure Statement, based on the first payment being due beginning the month following the Effective Date and on the same day each subsequent month. Upon payment to my Contractor, HGIA will insert the Effective Date above and update the information in the Preliminary Disclosure Statement based on the Effective Date and a first payment due date based on the billing cycle of my utility bill by completing the Final Truth in Lending Disclosure attached as Exhibit B hereto (the “Final Disclosure Statement”), which shall supersede the Preliminary Disclosure Statement. At that time, HGIA will provide me a copy of the fully completed Agreement for my records. The amount paid to my Contractor will create an obligation in the same amount on my utility bill (“On-Bill Obligation” or “OBO”), which shall be payable (with interest) through the monthly Money Saver Program Charge¹ (the “Program Charge”) on my utility bill, as initially estimated in the Preliminary Disclosure Statement and updated in the Final Disclosure Statement.

“I”, “my”, and “me” means each person who signs this Agreement as Participant and electric utility customer at the above Service Address with the above Premises Number (the “Premises”). “Contractor” means the company that I selected and directed to furnish and install the EI described on the Preliminary

¹ Money Saver Program Charge or Program Charge, means the monthly repayment amount on the utility bill that Participants are required to pay for the benefits received from the installation of EI under the program. Such monthly repayment amount includes interest on the outstanding OBO balance at the Annual Percentage Rate specified in the Preliminary and Final Disclosure Statements.

Property Owner(s)

____ (initial) ____ (initial)

____ (initial) ____ (initial)

Participant(s)

____ (initial)

____ (initial)

include interest at this annual percentage rate, computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as applicable.

Security: As security for my obligations under this Agreement, including my obligations to pay the OBO and Program Charge, I hereby grant to HGIA a security interest under the Hawaii Uniform Commercial Code (the "UCC") in all of my right, title and interest in and to the Energy Improvement, including all fixtures, equipment, parts, components, products, devices, accessories or other items incorporated into the Energy Improvement or otherwise used in the operation of the Energy Improvement, together with all warranties and insurance policies covering the Energy Improvement and all proceeds of the foregoing (collectively, the "Collateral"). I hereby authorize HGIA to file a UCC-1 financing statement or statements or other appropriate instruments needed to perfect such security interest in the Collateral under the UCC. I agree to reasonably cooperate with any such filings. Upon payment in full of the OBO, I will pay the cost of releasing the Collateral upon invoice from HGIA.

Additional Terms and Conditions. The Additional Terms and Conditions attached on the following pages are expressly incorporated into this Agreement and made a part hereof. Each Participant, by executing this Agreement, acknowledges that he/she has read and agrees to all such Additional Terms and Conditions.

Consent and Joinder of Owner/Co-Owners. If I do not own or co-own the Premises or if I co-own the Premises with others, the owner (or all co-owners other than myself, as applicable) has (or have) executed the consent and joinder set forth below. I understand and agree that HGIA is relying on such consent and joinder of the owner (or all other co-owners) in permitting me to participate in the GEM\$ Program and to finance the cost of the EI through the OBO and associated Program Charge on my electric utility bill.

IN WITNESS WHEREOF, HGIA and the Participant(s) have executed and delivered this Residential Participation Agreement as of this ____ day of _____, 201__.

HAWAII GREEN INFRASTRUCTURE AUTHORITY,
An Instrumentality of the State of Hawaii

By: _____
Name: _____
Title: _____

PARTICIPANT:

PARTICIPANT:

Name: _____

Name: _____

Social Security Number: _____

Social Security Number: _____

Property Owner(s)
____ (initial) ____ (initial)
____ (initial) ____ (initial)

Participant(s)
____ (initial)
____ (initial)