

**PALM DESERT
ENERGY INDEPENDENCE PROGRAM**

LOAN APPLICATION INSTRUCTIONS

1. Please complete and sign the attached Application Form and include all requested attachments. Please type or print neatly in blue or black ink.
2. All applications are processed on a first-come, first-served basis, upon receipt, until funds are depleted. Incomplete and/or incorrect applications cannot be processed and will be returned. Resubmitted applications are processed on a first-come, first-served basis upon the new receipt date.
3. If there are insufficient funds available, an approved applicant will be placed on a waiting list.
4. 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.
5. Mail or Deliver your completed application and attachments to:

City of Palm Desert
Office of Energy Management
73510 Fred Waring Drive
Palm Desert, CA 92260

6. For questions regarding the status of your application call:

Benjamin Druyon
City of Palm Desert
Office of Energy Management
Phone: (760) 837-0287
Fax: (760) 674-3428

7. For information on home improvement contracts or the status of your contractor's license visit www.cslb.ca.gov or call the Contractor's State License Board at 1-800-321-CSLB.
8. All required applicable permits must be obtained from the City of Palm Desert Building and Safety Department. City inspections must be made prior to final disbursement of funds.

**PALM DESERT
ENERGY INDEPENDENCE PROGRAM
LOAN APPLICATION**

The Energy Independence Program (EIP) provides for the City of Palm Desert to make loans to property owners to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to the real property. Loans will be made pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10) and the City of Palm Desert's Energy Independence Program Report and Administrative Guidelines dated August 28, 2008 and amended June 25, 2009.

APPLICANT INFORMATION

Property Owner(s) Legal Name(s) as they appear on property tax records:

Property Address (where improvements are to be installed): Mailing Address (if different):

Assessor's Parcel Number (9 digit APN found on your property tax bill) _____

Contact Name: _____ Daytime Telephone Number: (_____) _____

E-mail Address: _____

Property Owner(s) (check one):

___ Individual(s)	___ Corporation **	___ LLC **
___ Trust **	___ Partnership **	___ Other, please specify below
Other:		

**Organizational Documents required with submission of application

Are you, or the property described herein, currently involved in a bankruptcy proceeding? yes no

Are there federal or state income tax liens, judgment liens or similar involuntary liens which encumber the property described herein? yes no

PROPERTY INFORMATION

Is property developed? yes no By law, EIP loans are not applicable for new construction.

Property Type (check one):

___ Single Family Residential	___ Multi-Family Residential	___ Commercial
___ Industrial	___ Mobile Home - Housing and Community Development Form 433(A) required with submission of application (obtained from the Riverside County Recorder's Office)	___ Other, please specify below
Other:		

IMPROVEMENTS INFORMATION

Proposed Improvements Please attach the contractor's proposals with full description including make and model numbers of all equipment.

Solar Measure:	Estimated Costs
1. Panels: _____	_____
2. Inverters: _____	_____
3. Labor: _____	_____

Energy Efficiency Measures:	Estimated Costs
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

If replacing A/C unit, is it a rooftop unit? yes no

ITEMIZED ESTIMATED COST OF IMPROVEMENTS *

A. (i) Construction contract (bid price for cost of materials and labor): or	\$ _____
(ii) If self-installing, cost of equipment (do not include any labor costs):	\$ _____
B. Title Fees* <input type="checkbox"/> Include in Loan <input type="checkbox"/> Pay Cash	\$ <u>360.00</u>
C. Other (please specify on separate sheet)	\$ _____
TOTAL	\$ _____

Minimum loan amount is \$5,000; Maximum loan amount is \$100,000

Requested Loan Amount: \$ _____

Loan term requested: _____ years (20 years maximum)

Multiple Disbursements requested (loans in excess of \$20,000): yes no

* The Applicant will be responsible for title report and title insurance costs. The Applicant's title costs can be included in the Loan Amount or the Applicant may pay this cost to the City in cash at the time of executing the Loan Agreement.

DECLARATIONS:

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 all of the current owner(s) of record of the property described herein.
2. I/we am/are not, and the property described herein is not, currently involved in a bankruptcy proceeding.
3. 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 City of Palm Desert, 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.
4. I/we am/are applying for a loan pursuant to the City of Palm Desert's Energy Independence Program. I/we understand that I/we must execute a Loan Agreement with the City of Palm Desert in order to receive a loan and I/we have the authority, without the consent of any third party which has not been previously obtained, to execute and deliver the Loan Agreement, this Application, and the various documents and instruments referenced herein and thereon.
5. I/we understand that the loan made pursuant to the Loan Agreement will be repayable through an assessment levied against my/our property. The assessment and the interest and any penalties thereon will constitute a lien against my/our property until they are paid, even if I/we sell the property to another person. I/we understand that assessment installments together with 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.
6. That executing the Loan Agreement, receiving the loan proceeds, and consenting to the assessment levied against my/our property to repay the loan will not constitute a default under any other agreement or security instrument which affects my/our property or to which I/we am/are a party.
7. I/we agree that the selection of product(s), equipment, and/or measures referenced in this Application (the "Equipment"), the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and the decision regarding the purchase, installation and ownership/ maintenance of the Equipment is/are my/our sole responsibility and that I/we have not relied upon any representations or recommendations of the City of Palm Desert in making such selection or decision, and that my manufacturer, dealer, supplier, contractor or installer of the Equipment is not an agent or representative of the City of Palm Desert.
8. I/we understand that the City of Palm Desert makes no warranty, whether express or implied, including without limitation, the implied warranties of merchantability and fitness for any particular purpose, use or application of the Equipment.

9. I/we agree that the City of Palm Desert has no liability whatsoever concerning (i) the quality or safety of the Equipment, including its fitness for any purpose, (ii) the estimated energy savings produced by the Equipment, (iii) the workmanship of any third parties, (iv) the installation or use of the Equipment including, but not limited to, any effect on indoor pollutants, or any other matter with respect to the City of Palm Desert Energy Independence Program.
10. I/we understand that I/we is/are responsible for meeting all City of Palm Desert Energy Independence Program requirements and complying with all applicable Federal/State/County/City laws and the requirements of any agreement which effects the use of the property (such as homeowner's association requirements, if any).

Signed on this ____ day of _____, 20__, in the City of _____, State of _____.

Property Owner Signature: _____ Printed Name: _____

Property Owner Signature: _____ Printed Name: _____

REQUIRED ATTACHMENTS:

- Organizational Documents if Property Owner is not an individual(s)
- Home Improvement Contract or contractor's bid or proposal, which includes contractor's name and license number (unless self-installing)
- Disclosure Regarding Assessment Financing (please complete and sign)
- State of California Fair Lending Notice (please complete and sign)
- Housing and Community Development Form 433(A)
- Consent Agreement(s) executed by each institution or individual which is the beneficiary or holder of a pre-existing Deed of Trust, mortgage or other interest (required for loans of \$30,000 or more)

IF YOUR APPLICATION IS DENIED, YOU HAVE THE RIGHT TO A WRITTEN STATEMENT OF THE SPECIFIC REASONS FOR THE DENIAL. TO OBTAIN THE WRITTEN STATEMENT, PLEASE CONTACT THE OFFICE OF ENERGY MANAGEMENT AT (760) 837-0287, 73510 FRED WARING DRIVE, PALM DESERT, CA 92260, OR SEND AN EMAIL TO BENJAMIN DRUYON AT BDRUYON@CITYOFPALMDESERT.ORG WITHIN 60 DAYS FROM THE DATE YOU ARE NOTIFIED OF THE DENIAL. THE OFFICE OF ENERGY MANAGEMENT WILL PROVIDE YOU A WRITTEN STATEMENT OF THE REASONS FOR THE DENIAL WITHIN 15 DAYS OF RECEIVING YOUR REQUEST FOR THE STATEMENT.

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT 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.

DISCLOSURE REGARDING ASSESSMENT FINANCING

The Energy Independence Program establishes the manner by which the City of Palm Desert (the "City") may make loans to property owners pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (commencing with Section 5898.10) to finance the installation of distributed generation renewable energy sources or energy efficiency improvements that are permanently fixed to the owner's real property. Each loan will be made pursuant to a loan agreement between the City and the property owner.

The loan will be secured by and repayable through an assessment levied by the City against the owner's property. Each year until the loan is repaid, assessment installments together with the interest on the assessment will be collected on the property tax bill for the property in the same manner and at the same time as property taxes and 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 owner's property in the office of the County Recorder of the County of Riverside. 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 an Energy Independence Program Application, a property owner should carefully review any agreement(s) or security instrument(s) which affect the property owner's property or to which the property owner is a party.

ENTERING INTO AN ENERGY INDEPENDENCE PROGRAM LOAN AGREEMENT 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.

A property owner must declare under penalty of perjury in the Energy Independence Program Application 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 loan agreement, the Application, and the various documents and instruments referenced therein; and (ii) that executing the loan agreement, receiving the loan proceeds, and consenting to the assessment levied against the property owner's property will not constitute a default under any other agreement or security instrument which effects the property owner's property or to which the property owner is a party.

If you have any questions regarding any agreements or security instruments which effect your property or to which you are a party or your authority to execute the Energy Independence Program Application or enter into a loan agreement with the City without the prior consent of your existing lender(s), the City strongly encourages you to consult with your own legal counsel and/or your lender(s). City Staff will not provide property owners with advice regarding existing agreements or security instruments.

ACKNOWLEDGEMENT OF RECEIPT	
I have received a copy of this Notice. Property Owner Signature: _____	I have received a copy of this Notice. Property Owner Signature: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____

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

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

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

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

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

ACKNOWLEDGMENT OF RECEIPT

I (we) received a copy of this notice.

Signature of Applicant

Date

Signature of Applicant

Date