

**BUREAU OF ADMINISTRATION
STATE ENERGY LOAN PROGRAM
LOAN AGREEMENT ASSURANCES, TERMS, AND CONDITIONS**

- I. During the period of this Agreement, the Recipient hereby agrees to:
 - A. Complete all aspects of the energy conservation project as agreed to by the BOA.
 - B. Provide documentation regarding procurement and installation of the project to the BOA. This information shall be provided in Quarterly status reports that shall be due on March 31, June 30, September 30, and December 31, until the project is completed.
 1. Comply with all applicable laws, ordinances, and codes of the state and local governments.
 - C. Maintain all records and other information relevant to this Agreement for a period of three years after final payment of the Loan is made. If an audit, litigation, or other action involving the records is started prior to the end of the three year period, all records must be retained until each issue arising out of the action is resolved. All costs for which payment is claimed shall be supported by properly executed payrolls, time records, invoices or other documentation evidencing, in proper detail, the nature of the charges.
 - D. Permit the BOA, the GOED, the State Auditor, or any of their duly authorized representatives to have access to any books, documents, papers and records of the Recipient which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcripts. The Recipient further agrees that the BOA, or it's authorized representatives, may carry out monitoring and evaluation activities.
 - E. Cooperate fully with the BOA in an Audit of fiscal transactions related to expenditures made under the terms of this Agreement. This audit will be done in accordance with the provisions of generally accepted auditing standards, and the disposition of any problem relating to questioned costs of fiscal irregularities the part of the Recipient will be the responsibility of the Recipient.
 - F. Ensure that any information released to the general public concerning this Agreement or work completed under this Agreement includes reference to the fact that the BOA is a loan originator and the funds came from the General Fund.
- II. The Recipient is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or its rights, title or interest therein or its power to execute such Agreement to any other person, company, or corporation without the prior written consent and approval of the BOA.
- III. The written terms and provisions of this Agreement shall supersede all prior verbal statements of any representative of the parties to this Agreement and such statements shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement to the Agreement documents.
- IV. The BOA may, upon at least thirty days written notice, terminate this Agreement in whole or in part for cause, which may include:
 - A. Failure of the Recipient to fulfill in a timely and proper manner it's obligations under this Agreement, including compliance with the approved program and attached conditions and such statutes as may become generally applicable at anytime;
 - B. Submission by the Recipient to the BOA of reports that are incorrect or incomplete in any material respect; and

- C. Ineffective or improper use of funds provided under this Agreement.
- V. It is further agreed that any breach or evasion of any of the terms of this Agreement by either party will result in immediate and irreparable injury to the other party and will authorize recourse to injunction and/or specific performance as well as all other legal or equitable remedies to which such injured party may be entitled hereunder.
- VI. This Agreement may be extended or amended by mutual agreement of the parties prior to its expiration. All amendments must be in writing, signed and dated by both parties and thereupon shall become part of this Agreement.