

Home Energy Savings Program Trade Ally Participation Agreement



Let's turn the answers on.

Trade Ally Information

Send all required information to the Program in order to avoid participation delays.

Business name _____ DBA _____
 Contact name _____ Title _____
 Business address _____ City _____ State _____ Zip _____
 Mailing/Invoice address _____ City _____ State _____ Zip _____
 Business phone number _____ Business fax number _____
 Website _____ E-mail address _____
 City or state business license # _____ State contractor license # _____

I have read the "E-mail policy" and wish to receive Program correspondence via my e-mail address above

Customer Reference

Provide one customer for whom you have completed home improvement projects within the past 12 months.

Customer name	Phone	City, State

Business Reference

Provide one business references (supplier or licensed contractor) from whom you have purchased materials or provided services to within the past 12 months.

Supplier / Contractor name	Contact name	Phone	City, State

Employment History

List up one previous employer or company you owned and operated within the past 5 years.

Business Name	Timeframe of Employment	City, State

Submission Checklist

Verify that all the required documentation is provided in order to reduce any delays.

Submitted	Additional Documentation
	Proof of valid state contractor license.
	Proof of valid city or state business license.
	Completed W-9.
	Wyoming Contractors Only: Proof of worker's compensation and liability insurance.
	HVAC & New Construction Only: Proof of industry trainings or certifications (i.e. PTCS/NATE/BPI certifications)

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Participation Information

Please indicate which state(s) and incentive(s) your company plans to participate in. Contractor must meet all state-specific license and certifications before being listed on the program website.

Idaho	Utah	Wyoming
<i>Must have required licenses in each state you plan on participating in.</i>		
Weatherization: <input type="checkbox"/> Insulation <input type="checkbox"/> Windows	Weatherization: <input type="checkbox"/> Air sealing <input type="checkbox"/> Insulation <input type="checkbox"/> Windows <i>Note: Insulation and windows contractors must sign up under the Qualified Weatherization Network which has a separate participation agreement.</i>	Weatherization: <input type="checkbox"/> Air sealing <input type="checkbox"/> Insulation <input type="checkbox"/> Windows
HVAC equipment and services: <input type="checkbox"/> Central air conditioner (CACs) <input type="checkbox"/> Evaporative coolers <input type="checkbox"/> Duct sealing (stand-alone) <input type="checkbox"/> Duct sealing and duct insulation <input type="checkbox"/> Gas furnaces with ECM <input type="checkbox"/> Heat pumps (air source, ductless, ground source) <input type="checkbox"/> Heat pump best practices installation and proper sizing <input type="checkbox"/> Heat pump tune-ups	HVAC equipment and services: <input type="checkbox"/> 95% AFUE gas furnace w/ECM <input type="checkbox"/> Central air conditioners (CACs) <input type="checkbox"/> CAC best practices installation and proper sizing <input type="checkbox"/> Ductless heat pumps <input type="checkbox"/> Duct sealing (stand-alone) <input type="checkbox"/> Duct sealing and duct insulation <input type="checkbox"/> ECM on existing furnace <input type="checkbox"/> Evaporative coolers <input type="checkbox"/> Heat pumps (air source, ductless)	HVAC equipment and services: <input type="checkbox"/> 95% AFUE gas furnace w/ECM <input type="checkbox"/> CAC w/best practice installation and proper sizing <input type="checkbox"/> Duct sealing (stand alone) <input type="checkbox"/> Duct sealing and duct insulation <input type="checkbox"/> ECM on existing furnace <input type="checkbox"/> Evaporative coolers <input type="checkbox"/> Heat pumps (air source, ductless) <input type="checkbox"/> Heat pump w/best practices installation and proper sizing
Plumbing: <input type="checkbox"/> Heat pump water heaters	Plumbing: <input type="checkbox"/> Heat pump water heaters	Plumbing: <input type="checkbox"/> Heat pump water heaters
<i>Refer to the Rocky Mountain Power Trade Ally Program Manual for information on certifications and additional requirements for participation</i>		

Trade ally Signature

I have read, understand and agree to comply with, all requirements described in this Agreement, including all supporting policies described or referenced in this Agreement. I have had the opportunity to discuss the terms of this Agreement with independent legal counsel. I agree that the Program Administrator may modify the terms of this Agreement at any time during the term of this Agreement. I certify, under the penalties of law, that I have made the statements made in this Agreement or that I have examined them and each are true and complete. I understand that by signing this Agreement, I consent to any other inquiry to verify or confirm the information I have given. I would like to participate in the Program and commit to the requirements outlined above. I certify that I am authorized to sign this Agreement.

Authorized signature _____ Date _____

Director/Program Manager Signature

CLEAResult Consulting, Inc.

Authorized signature _____ Date _____

Please sign and return this Agreement by:

Email HESTradeAllyRMP@rockymountainpower.net or Fax 1-503-575-4336

Rocky Mountain Power – Home Energy Savings program

Trade Ally Participation Agreement

100 S.W. Main Street Suite 1500, Portland, OR 97204

Phone 1-800-942-0281

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This Trade Ally Participation Agreement (“**Agreement**”) is entered into between _____ (“**Trade Ally**”), with address at _____ and CLEAResult Consulting, Inc., a Texas corporation and/or an affiliate of as Program Administrator (“**Program Administrator**”) with an address at 100 Main St. Suite 1500 Portland, OR 97204 for the Rocky Mountain Power Home Energy Savings program (the “**Program**”). The Home Energy Savings program offers Rocky Mountain Power customers incentives on energy efficient products and services.

This Agreement sets out the terms and conditions under which the Trade Ally shall participate in the Home Energy Savings program. Under this Agreement, the Trade Ally agrees to provide services that are in compliance with the Home Energy Savings program requirements and standards. The Home Energy Savings program, in return, will offer technical, incentive paperwork and marketing support for participating and qualified Trade Allies.

This Agreement is completely voluntary and can be terminated at any time for any reason by either the Home Energy Savings program or the Trade Ally. Signing this Participation Agreement confirms the Trade Ally wishes to participate in the Home Energy Savings program, subject to all requirements established by Rocky Mountain Power.

Now, therefore, Program Administrator and the Trade Ally agree as follows:

In connection with Trade Ally participation in the Home Energy Savings program, the Trade Ally agrees to:

1. Accurately inform customers in Rocky Mountain Power’s service area of the promotion and incentive opportunity.
2. Aid in the customer incentive application process by providing customers with all necessary documentation required for processing. Trade Allies will also help in accurately answering customer questions and directing them to the Home Energy Savings program website at rockymountainpower.net/hes or the Customer Hotline at 1-800-942-0266, as appropriate.
3. Adhere to project requirements, training and customer service standards as defined in the each state’s Trade Ally Program Manuals.
4. Participate in required trainings and supply appropriate proof of training certifications for those measures that require certified technicians as a condition of participation.
5. Maintain the appropriate license(s) and adhere to the requirements within the state where workmanship is performed. The Trade Ally will install energy-efficient equipment and provide services in accordance with applicable statutes, regulations, ordinances, codes and accepted industry standards.
6. Meet and maintain quality standards when completing Home Energy Savings program work and receive customer satisfaction ratings of performance.
7. Secure written permission prior to using the Rocky Mountain Power or Home Energy Savings logos.
8. Provide detailed sales data report within 10 business days of Home Energy Savings program request.

In connection with the Trade Ally’s participation in the Home Energy Savings program, the Home Energy Savings program will provide the Trade Ally with the following:

1. Materials to aid in the promotion and marketing of the Program.
2. Incentive forms, details and instructions.
3. Name placement on the Home Energy Savings program website.
4. Where opportunity exists, at the Program Administrator’s sole discretion, the Trade Ally will be included in additional cooperative marketing and promotion of the Home Energy Savings program, such as advertising, newsletters, etc.

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Terms and conditions

1. Acceptance. Trade Ally must return a signed Agreement prior to any performance in the Home Energy Savings program. Any acceptance of this Agreement is limited to acceptance of the express terms contained on the face and back hereof. Any proposal for additional or different terms or any attempt by the Trade Ally to vary in any degree any of the terms and conditions of this offer in the Trade Ally's acceptance is hereby objected to and rejected, and by signing this Agreement Trade Ally agrees to the terms set forth herein.

The Program and Trade Ally acknowledge that from time to time it may be necessary to revise the terms of the Agreement. The Program Administrator may amend the Agreement by modifying program participation requirements or terms and conditions of this Agreement. The Program Administrator will distribute amendments by mail to all participating Trade Allies.

2. Conditions of participation. Unless otherwise agreed to in writing by an authorized representative of the Home Energy Savings program or Program Administrator, these standard terms and conditions shall apply and Trade Ally's acceptance of these terms is required for participation in the Home Energy Savings program.

3. Term of Agreement. Unless the Home Energy Savings program is terminated or this Agreement is otherwise terminated in accordance with the terms set forth herein, this Agreement shall be in effective upon the date of execution.

4. Requirements. The Trade Ally must agree to the requirements set for below in "Trade Ally Responsibilities" in order to participate in the Home Energy Savings program.

5. No endorsement. This Agreement is not an endorsement of the Trade Ally's services, products, reputation, or reliability by the Home Energy Savings program or the Program Administrator.

6. Termination for convenience. The Program Administrator reserves the right to terminate this Agreement or any part hereof for its sole convenience. In the event of such termination, the Trade Ally shall immediately cease participation in the Home Energy Savings program, including any applicable use of Rocky Mountain Power or the Home Energy Savings program logos or other advertising tools, and incentive forms. The Trade Ally shall not be paid for incentives dated and submitted after receipt of notice of termination nor for any costs incurred for which the Trade Ally could reasonably have avoided.

7. Termination for cause. The Home Energy Savings program reserves the right to terminate this Agreement for cause in the event of any default by the Trade Ally, or if the Trade Ally fails to comply with any of the terms and conditions of this Agreement. Causes allowing the Home Energy Savings program to terminate this Agreement include, but are not limited to, failure to submit properly completed incentive forms, failure to properly process incentives, loss of certifications necessary for participation in the Home Energy Savings program, insolvency, and failure to provide the Home Energy Savings program, upon request, reasonable assurances of future performance. In the event of termination for cause, the Trade Ally shall be liable to the Home Energy Savings program for any and all damages sustained by reason of the default, which gave rise to termination.

8. Proprietary information. The following terms and conditions govern the use of all proprietary marks owned by Rocky Mountain Power and the Home Energy Savings program. The Home Energy Savings program may provide logo artwork files to Trade Allies for the use specified in this Agreement. Only artwork files provided by the Home Energy Savings program may be used. Images captured from websites, publications and other sources may not be used. The Trade Ally shall consider all information furnished by the Home Energy Savings program to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing the terms and conditions of this Agreement, unless the Trade Ally obtains written permission from the Home Energy Savings program to do so.

9. Non-waiver. The failure of the Home Energy Savings program to insist on or enforce, in any instance, strict performance by the Trade Ally of any of the terms of this Agreement, or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

10. Co-op marketing and advertising. The Home Energy Savings program will consider all submitted requests from participating Trade Allies for co-op advertising and/or marketing activities or materials. All co-op content and media must be reviewed by the Home Energy Savings program and approved prior to production or distribution. The Home Energy Savings program will review all materials and determine qualification. The Home Energy Savings program reserves the right to refuse any request submitted by the Trade Ally.

11. Business practices. Participating Trade Allies shall treat the Home Energy Savings program clients fairly and responsibly provide quality, on time service.

12. Independent Trade Ally. In rendering services hereunder, the Trade Ally shall properly represent the relationship of the Trade Ally to Rocky Mountain Power, the Home Energy Savings program and the Program Administrator, this relationship being that the Trade Ally is an independent Trade Ally participating in the Home Energy Savings program. Trade Allies shall not represent themselves as an employee or agent working for, approved by, or certified by, Rocky Mountain Power or the Program Administrator. As an independent Trade Ally, the Trade Ally shall have no authority, express or implied, to commit or obligate Rocky Mountain Power, the Home Energy Savings program or Program Administrator in any manner whatsoever. Nothing contained in this Agreement shall be construed or applied to create a partnership. The Trade Ally shall be responsible for

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the payment of all federal, state or local taxes payable with respect to all amounts paid to the Trade Ally under this Agreement. The Trade Ally shall maintain any relevant licenses required by federal, state, county or municipal governments or any other agencies with jurisdiction over work performed in the Home Energy Savings program.

13. Trade Ally Responsibilities. The Trade Ally shall provide all Program customers with required customer information materials. The Trade Ally must address all customer disputes regarding work performed in the Home Energy Savings program by first working with the customer to resolve the dispute amicably. If such attempt does not produce an outcome acceptable to the customer then, the Trade Ally may contact the Home Energy Savings program or Program Administrator for advice. This process shall be followed whether the dispute is initiated by the Trade Ally or by the customer. In any event, the Trade Ally shall hold Rocky Mountain Power, the Home Energy Savings program and Program Administrator harmless from any claim or dispute arising from Trade Ally's work in the Home Energy Savings program. The Trade Ally shall allow random quality control field inspections, by the Home Energy Savings program or its Program Administrator, of work that has been performed. The Trade Ally, upon request from the Home Energy Savings program or its Program Administrator, and at no additional cost to the customer, shall make reasonable repairs or corrections to work that the Trade Ally has performed to bring such work up to the Home Energy Savings program standards and in line with the approved work scope.

14. Insurance. Without limiting any of the other obligations or liabilities of Trade Ally under this Agreement, Trade Ally will maintain, and will require all of its subcontractors at any tier to maintain, throughout the entire term of this Agreement, without interruption, insurance of the types and in the amounts set forth below. Payment of all insurance costs, deductible amounts and/or self-insured retentions shall be Trade Ally's sole responsibility. The Trade Ally shall maintain general liability insurance and workers compensation coverage as required by state and/or municipal law and produce evidence of current coverage upon request by Rocky Mountain Power, the Home Energy Savings program or its Program Administrator.

15. Trade Ally Licenses. Trade Ally shall maintain any relevant licenses required by federal, state, county or municipal governments or any other agencies with jurisdiction over work performed in the Program. Refer to state-specific Trade Ally Program Manuals for additional information on licensing requirements required for program participation.

16. Program participation. The Trade Ally acknowledges that participation in the Home Energy Savings program is a privilege, and Rocky Mountain Power, the Home Energy Savings program or its Program Administrator may suspend or terminate the Trade Ally's participation in the Home Energy Savings program for any reason, including failure to maintain the Home Energy Savings program standards. In all cases involving a Trade Ally's participation status, or denial of the Home Energy Savings program incentives, the Home Energy Savings program's written decision is final. The Home Energy Savings program reserves the right to make changes to the Home Energy Savings program upon notice to the Trade Ally. Such notification shall be by email, and/or US Postal Service. It is expressly understood that the Home Energy Savings program and its Program Administrator will not initiate any processing of any work until Trade Ally supplies a completed application and any other required documents. The Trade Ally acknowledges that failure to follow the Home Energy Savings program requirements and procedures, including provision of required documents, will result in a loss of applicable incentives, and possible disciplinary action.

17. E-mail policy. The Home Energy Savings program does not share your Trade Ally e-mail address or contact information. Trade Allies must indicate in the "Trade Ally Requirements" if he/she would like to be contacted via e-mail and receive Program correspondence electronically.

18. Jury Waiver. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.