

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.
	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.

California	Washington
<i>Must have required licenses in each state you plan on participating in.</i>	
<u>Weatherization:</u> <input type="checkbox"/> Air Sealing <input type="checkbox"/> Insulation	<u>Weatherization:</u> <input type="checkbox"/> Air sealing <input type="checkbox"/> Insulation <input type="checkbox"/> Windows
<u>HVAC equipment and services:</u> <input type="checkbox"/> Central air conditioner (CACs) <input type="checkbox"/> Duct sealing (stand-alone) <input type="checkbox"/> Duct sealing and duct insulation <input type="checkbox"/> Evaporative coolers <input type="checkbox"/> Heat pumps (air source, ductless)	<u>HVAC equipment and services:</u> <input type="checkbox"/> Central air conditioners (CACs) <input type="checkbox"/> CAC best practices installation and sizing <input type="checkbox"/> Evaporative cooler <input type="checkbox"/> Duct sealing (stand-alone) <input type="checkbox"/> Duct sealing and duct insulation <input type="checkbox"/> Heat pumps (air source, ductless) <input type="checkbox"/> Heat pump PTCS commissioning, controls, and sizing
<u>Plumbing:</u> <input type="checkbox"/> Heat pump water heaters	<u>Plumbing:</u> <input type="checkbox"/> Heat pump water heaters
<i>Refer to the Pacific 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 _____

Associate Director/Program Manager Signature

CLEAResult Consulting, Inc.

Authorized signature _____ Date _____

Please sign and return this Agreement by:
Email HESTradeAllyPP@pacificpower.net or Fax 1-503-575-4336

Pacific Power – Home Energy Savings program
Trade Ally Participation Agreement
100 S.W. Main Street, 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 thereof as Program Administrator ("**Program Administrator**") with an address at 100 SW Main St., Suite 1500, Portland, OR 97204 for the Pacific Power Home Energy Savings program (the "**Program**"). The Program offers Pacific Power customers incentives on energy efficient products and services.

This Agreement sets forth the terms and conditions under which the Trade Ally shall participate in the Program. Under this Agreement, the Trade Ally agrees to provide services that are in compliance with the Program requirements and standards. The 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 Program Administrator or the Trade Ally. Signing this Agreement confirms the Trade Ally wishes to participate in the Program, subject to all requirements established by Pacific Power.

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

In connection with Trade Ally participation in the Program, Trade Ally agrees to:

1. Accurately inform customers in Pacific 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 Ally will also help in accurately answering customer questions and directing them to the Pacific Power Home Energy Savings program website at pacificpower.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. 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 Program work and receive customer satisfaction ratings of performance;
7. Secure written permission prior to using the Pacific Power or Home Energy Savings logos; and
8. Provide a detailed sales data report within 10 business days following written request by Program Administrator.

In connection with Trade Ally's participation in the Program, the Program will provide 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 Pacific Power Home Energy Savings program website; and
4. Where opportunity exists, at Program Administrator's sole discretion, Trade Ally will be included in additional cooperative marketing and promotion of the 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 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 Trade Ally to vary in any degree any of the terms and conditions of this offer in Trade Ally's acceptance is hereby objected to and rejected, and by signing this Agreement, Trade Ally agrees to the terms set forth herein.

Program Administrator and Trade Ally acknowledge that from time to time it may be necessary to revise the terms of the Agreement. Program Administrator may amend the Agreement by modifying program participation requirements or terms and conditions of this Agreement. 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 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 Program.

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

4. Requirements. Trade Ally must agree to the requirements set for below in "Trade Ally Responsibilities" in order to participate in the Program.

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

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

7. Termination for cause. Program Administrator reserves the right to terminate this Agreement for cause in the event of any default by Trade Ally, or if Trade Ally fails to comply with any of the terms and conditions of this Agreement. Causes allowing Program Administrator 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 Program, insolvency, and failure to provide the Program, upon request, reasonable assurances of future performance. In the event of termination for cause, Trade Ally shall be liable to the 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 Pacific Power and the Program. The Program may provide logo artwork files to Trade Ally for the use specified in this Agreement. Only artwork files provided by the Program may be used. Images captured from websites, publications and other sources may not be used. Trade Ally shall consider all information furnished by the 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 Trade Ally obtains written permission from the Program to do so.

9. Non-waiver. The failure of the Program to insist on or enforce, in any instance, strict performance by 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 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 Program and approved prior to production or distribution. The Program will review all materials and determine qualification. The Program reserves the right to refuse any request submitted by Trade Ally.

11. Business practices. Participating Trade Allies shall treat Program clients fairly, and responsibly provide quality, on time service.

12. Independent Trade Ally. In rendering services hereunder, Trade Ally shall properly represent the relationship of Trade Ally to Pacific Power, the Program and the Program Administrator, this relationship being that Trade Ally is an independent Trade Ally participating in the Program. Trade Allies shall not represent themselves as an employee or agent working for, approved by, or certified by, Pacific Power or Program Administrator. As an independent Trade Ally, Trade Ally shall have no authority, express or implied, to commit or obligate Pacific Power, the Program or Program Administrator in any manner whatsoever. Nothing contained in this Agreement shall be construed or applied to create a partnership. Trade Ally shall be responsible for the payment of all federal, state or local taxes payable with respect to all amounts paid to Trade Ally under this Agreement. 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.

13. Trade Ally Responsibilities. Trade Ally shall provide all Program customers with required customer information materials. Trade Ally must address all customer disputes regarding work performed in the 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 Trade Ally may contact the Program or Program Administrator for advice. This process shall be followed whether the dispute is initiated by Trade Ally or by the customer. In any event, Trade Ally shall hold Pacific Power, the Program and Program Administrator harmless from any claim or dispute arising from Trade Ally's work in the Program. Trade Ally shall allow random quality control field inspections by the Program or Program Administrator of work that has been performed by Trade Ally in connection with the Program. Trade Ally, upon request from the Program or Program Administrator, and at no additional cost to the customer, shall make reasonable repairs or corrections to work that Trade Ally has performed to bring such work up to the 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. Trade Ally shall maintain general

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liability insurance and workers' compensation coverage as required by state and/or municipal law, and shall produce evidence of current coverage upon request by Pacific Power, the Program or 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 for program participation.

16. Program participation. Trade Ally acknowledges that participation in the Program is a privilege, and Pacific Power, the Program or Program Administrator may suspend or terminate Trade Ally's participation in the Program for any reason, including failure to maintain the Program standards. In all cases involving Trade Ally's participation status, or denial of Program incentives, the Program's written decision is final. The Program reserves the right to make changes to the Program upon notice to Trade Ally. Such notification shall be by email, and/or US Postal Service. It is expressly understood that the Program and Program Administrator will not initiate any processing of any work until Trade Ally supplies a completed application and any other required documents. Trade Ally acknowledges that failure to follow the 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 Program does not share Trade Ally's e-mail address or contact information. Trade Ally must indicate in the "Trade Ally Requirements" if he/she/it 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 with respect to 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.