

wattsmart® Residential – Utah – Wyoming - Idaho

Vendor Application Agreement

TRADE ALLY - APPLICANT INFORMATION

Fill all required information *

*Legal Company Name		*DBA	
*Contact Name		Title	
*Business Address		*City	*State
Mailing Address		City	State
*Business Phone	Cell phone	Business FAX	
Email Address		Website	
*City / State Business License #		*Expiration Date	
*State Contractor License #		*Expiration Date	

REFERENCES

Fill all required information *

*Customer Reference	*Phone	Email
*Business Reference	*Contact	*Phone

PARTICIPATING PROGRAMS

Check all that apply

WEATHERIZATION	HVAC	PLUMBING
<input type="checkbox"/> Insulation <input type="checkbox"/> Windows	<input type="checkbox"/> Central Air Conditioner <input type="checkbox"/> Evaporative Coolers <input type="checkbox"/> CAC best practices installation and proper sizing <input type="checkbox"/> ECM on existing furnace <input type="checkbox"/> Heat Pumps (air source, ductless, ground source) <input type="checkbox"/> Heat Pumps best practices installation and proper sizing	<input type="checkbox"/> Duct Sealing (standalone) <input type="checkbox"/> Duct Sealing and duct insulation <input type="checkbox"/> Heat Pump water heaters <input type="checkbox"/> Lighting

PARTICIPATING STATES

<input type="checkbox"/> UTAH	<input type="checkbox"/> WYOMING	<input type="checkbox"/> IDAHO
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SUBMISSION CHECKLIST

<input type="checkbox"/> Copy of valid State Contractor License	<input type="checkbox"/> Copy of valid State/City business License	<input type="checkbox"/> Completed W9
<input type="checkbox"/> Copy of Insurance Policy	<input type="checkbox"/> Industry trainings or Certifications (PTCS/NATE/BPI)	

wattsmart® Homes Program – Utah – Wyoming – Idaho Trade Ally Participation Agreement

INTRODUCTION

Rocky Mountain Power provides incentives to eligible residential customers to encourage the sale and installation of energy efficient equipment in residential homes receiving electric service from Rocky Mountain Power on qualifying rate schedules in Utah, Idaho, and Wyoming through its wattsmart Homes Program (“Program”). The Program creates opportunities for contractors and other service providers to provide qualifying services to participating Rocky Mountain Power customers as wattsmart Homes Trade Allies (each a “Trade Ally” and collectively the “Trade Allies”).

Qualifying service providers can apply to become a Trade Ally by reading, signing in the space below, and submitting this wattsmart Homes Trade Ally Participation Agreement (“Agreement”). Following acceptance by Rocky Mountain Power, you will be obligated to comply with the terms of this Agreement.

TERMS AND CONDITIONS

This Agreement sets forth the terms and conditions under which you, as a Trade Ally, will participate the Program and deliver services to customers participating in the Program. By signing below, you agree to comply with these terms.

Program Administrator: Rocky Mountain Power has contracted Evergreen Consulting Group, LLC (“Evergreen” or “Program Administrator”) to act as the Program Administrator and has authorized Evergreen to administer the program and network of Trade Allies including activities such as reviewing, qualifying, and training Trade Allies, inspecting qualifying equipment in customer homes, and auditing the performance of Trade Allies. Program Administrator does not administer or participate in offering, administering, or paying any incentives under the Program.

wattsmart Residential Trade Ally Network Manual: This Agreement incorporates by reference the wattsmart Residential Trade Ally Network Manual (“Manual”). A copy of the Manual can be found in the online Portal or by contacting Program Administrator. You acknowledge and agree that the Manual provides additional responsibilities that will be applicable to you including, but not limited to, eligible rate schedules, the customer participation process, verifying customer and equipment eligibility, program expectations, and inspection policies and procedures.

Term: This Agreement is effective on the date stated in the approval notice to Trade Ally unless terminated earlier and remains in effect until expiration or earlier termination in accordance with the Terms and Conditions set forth in this Agreement (“Term”). Failure to comply with requirements of Program participation may be grounds for immediate termination.

Authorized Signature: The terms and conditions set forth herein, including all attachments and incorporated references, constitute the entire understanding between you, Rocky Mountain Power, and Program Administrator with respect to the Program and supersede all other agreements, communications, or understandings, whether written or oral.

I certify that I am an authorized representative of the proposed Trade Ally and have authority to bind the proposed Trade Ally to this Agreement. I understand that there is no guaranty that my application will be accepted or that the proposed Trade Ally will be allowed to participate in the Program.

I have read, understand, and agree to be bound by and comply with the terms of this Agreement and the Manual. I have had the opportunity to discuss this Agreement with my legal counsel. I certify that the information I am providing in connection with this Agreement is true and complete in all material respects. I understand that by signing this Agreement I am consenting to the investigation and verification of information that I have provided in connection with this application and Agreement.

This Agreement may be signed physically or electronically. If I do not provide my handwritten signature, by typing my name in the field below, I understand and agree that I am signing this form electronically and that my electronic signature is the legal equivalent of my handwritten signature.

Authorized signature _____

Date _____

Printed Name _____

Title _____

APPLICATION REQUIREMENTS

Application and Information Requirements: To qualify for the Program, you, as a prospective Trade Ally must submit this Agreement and provide all requested documentation. Program Administrator, in coordination with Rocky Mountain Power, will (a) review your application to determine if you are approved, and (b) provide notice to you that you have been approved or denied. Once approved, you are responsible for notifying Program Administrator of any changes to the information provided in the initial application as such changes occur. You are responsible for promptly submitting all other information requested by Program Administrator or by Rocky Mountain Power.

References: You must provide customer references from at least one energy efficiency residential project completed within the last 12 months and at least one recent trade reference in their application to participate in the Program. Ongoing Trade Ally status will be contingent upon continued positive customer reviews of your energy efficiency services performed under the Program.

LICENSING AND INSURANCE

Licensing and Insurance: Trade Ally must maintain at all times all required licenses and comply with all state and local requirements for performing services, participate in all required training programs, and provide on request appropriate proof of training and licensing certifications for technicians performing work under the Program. Trade Ally shall have, and must maintain, state-required workers' compensation insurance as well as occurrence-based commercial general liability insurance (including contractual liability and completed operations coverage and, if not covered under Trade Ally's statutory workers' compensation, employers' liability coverage) with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of not less than \$1,000,000. Trade Ally's commercial general liability policy must cover the type of work Trade Ally performs and must include (i) an "additional insured" provision providing that Rocky Mountain Power is included as an additional insured, and include (ii) cross liability and waiver of subrogation clauses, and (iii) an acknowledgement that in the event of a loss, Trade Ally's policy will be primary. Evidence of insurance for the workers compensation and commercial general liability coverages, as described above, must be submitted to the Program Administrator, in the form of a certificate of insurance at the time of this enrollment and promptly upon request during the Term. The certificate of commercial general liability coverage must clearly identify "Rocky Mountain Power" as an additional insured. Trade Ally must maintain adequate automobile liability insurance and, upon request, must promptly provide evidence of such coverage satisfactory to Rocky Mountain Power.

Trade Ally Duties and Conduct: As an approved Trade Ally, you agree to adhere to all Program requirements applicable to Trade Allies, including without limitation, the following:

- Support and assist customers in identifying energy efficiency opportunities available under the Program.
- Support and assist customers in qualifying for and applying for available Program incentives.¹ Help in accurately answering customer questions and directing customers to the Program website at www.rockymountainpower.net/hes or to the Rocky Mountain Power Customer Hotline.
- Secure written permission prior to using the Rocky Mountain Power or Program names or logos.
- Maintain a high standard of quality in performing all work in connection with the Program
- Attend regular program trainings and meetings with program personnel.

Trade Ally agrees to pursue referral leads resulting from the Program's marketing and communications efforts and to make a good-faith effort to provide, in a timely fashion, services in response to these leads in accordance with the

¹ Program incentives will be paid only if: (a) customer(s) and installed measure(s) or services meet Program eligibility requirements; (b) qualifying measures are implemented in eligible sites; and (c) measures are implemented at sites that have not received incentives from any other of Rocky Mountain Power's energy efficiency programs for the same measure(s). Rocky Mountain Power, in its sole discretion, may withhold incentive payments committed to a customer and/or Trade Ally if a project site is determined to be ineligible or that the measure otherwise does not comply with Program requirements. Incentives under this Program are available on a first-come, first-served basis until allocated funds are depleted; therefore, the Program may be modified or terminated at any time without notice.

Program guidelines and this Agreement. Trade Ally recognizes that any leads received as a result of the Program's efforts constitute a Program benefit. Trade Ally understands that participation in the Program does not constitute an endorsement of any kind on the part of Program Administrator or Rocky Mountain Power. Trade Ally shall not state or imply any such endorsement, either directly or indirectly, in written or verbal form. Trade Ally shall not knowingly misrepresent any information concerning the Program, its purpose, policies, incentives, and procedures, or its role in the Program or relationship with Program Administrator or Rocky Mountain Power. Trade Ally shall not mislead any Customer about the availability of Program incentives or misrepresent its role in the incentive award process. Only Rocky Mountain Power or its consultants, in their sole discretion, can approve or reallocate Program incentives for a customer. Trade Ally will keep the customer's home as free as possible from waste materials while performing work. After completing work, Trade Ally will clean the work area, removing all waste materials, tools, and supplies. Trade Ally shall not cause damage to the customer's premises. Trade Ally shall not knowingly use any defective, second-quality, or previously used materials.

Trade Ally, its employees, agents and subcontractors, represent and warrant that:

- the services performed for a customer through the Program shall be performed in a good workmanlike, skilled, and professional manner;
- the services shall comply in all material respects with the specification and other requirements set forth in each applicable contract with a customer and in strict accordance with the Program and this Agreement;
- Trade Ally's performance of the services shall not violate any applicable law, rule, regulation, contracts with third parties, and/or any third-party rights;
- Trade Ally is and shall remain in compliance with all labor and employment laws, including but not limited to those prescribing standards for wage and overtime pay, employee benefits, workplace health and safety, labor relations and rights of uniformed service members;
- Trade Ally possesses the technical and professional expertise and the fiscal capability necessary to carry out the work authorized and accepted under this Agreement in a prompt, fair, and workmanlike manner;
- Trade Ally shall maintain hard copy or digital records of all work performed and products installed under this Agreement for a minimum of three (3) years from the time the work is performed, including records of data collected, visits made, materials furnished or installed, individual staff providing the services, costs incurred, invoices, and agreements. Copies of these records shall be made available to Program Administrator within five (5) business days upon request; and
- Trade Ally shall warrant services performed and materials provided by Trade Ally and installed pursuant to this Agreement against any defect in materials, manufacture, design or installation for a period of one (1) year from the date the materials are provided and/or installed, whichever is later.

Program Administrator Deliverables: Program Administrator will provide Trade Ally with the following support:

- Provide access to Program-supplied materials to aid in Trade Ally's promotion and marketing of the Program.
- On-line access to incentive forms, details, and instructions.
- Submit Trade Ally's name for placement on the Program website.
- Coordinate the inclusion of Trade Ally in cooperative Program marketing and promotional initiatives, as determined appropriate by the Program.
- Provide access to the Program web portal.

Project Inspections: As part of the customer incentive application review process, Rocky Mountain Power or Program Administrator may request additional documentation from Trade Ally and conduct any site inspection activities necessary to confirm eligibility, verify compliance with Program requirements, and operability of measures. Trade Ally shall cooperate with Program Administrator on random home inspections and work with Program Administrator to address any issues uncovered during the inspection. Failure to provide information requested by the Program Administrator or adhere to Program requirements may result in denial of incentives through the Program and termination of this Agreement. Trade Ally shall remedy any issue(s) arising from such auditing and monitoring results at no additional cost within the timeframe provided by the Program.

Use of Name: Trade Ally shall not use Rocky Mountain Power or PacifiCorp's corporate name, logo, identity, or any affiliation on any of its marketing or other materials (printed copy or electronic) for any reason, including, without limitation, soliciting customers, without Rocky Mountain Power's prior written consent. Upon expiration or termination of this Agreement, Trade Ally agrees to immediately cease the use of the Program's name, logo, network and program materials.

Independent Contractor: Trade Ally is an independent contractor and participation in Program does not and is not intended to make Trade Ally an employee, agent, partner or joint venture of Rocky Mountain Power, of Program Administrator, or of their respective affiliates, representatives or assigns. Trade Ally will act as an independent contractor to provide services to its customers (including customers participating in the Program), and no employee of Trade Ally will be considered, for any purpose, to be an employee, agent, partner or representative of Rocky Mountain Power, of Program Administrator, or of their respective affiliates, representatives, or assigns. Trade Ally has no power or right to bind Rocky Mountain Power or Program Administrator, or to act on their behalf when dealing with customers or third parties. In all dealings with Program customers Trade Ally shall represent to the customers that all services provided by Trade Ally are provided by Trade Ally in its separate capacity, and not by or on behalf of Rocky Mountain Power or Program Administrator.

Confidentiality: Trade Ally agrees that in the course of participation in the Program, Trade Ally may have access to information relating to Rocky Mountain Power customers, including personal information and utility account information, obtained in connection with performance of any services as a result of this Agreement or arising out of the Program ("Confidential Information"). Trade Ally shall exercise the highest standard of care to safeguard and protect all confidential and sensitive information made available to Trade Ally in connection with this Agreement or the Program, including but not limited to program tools, customer names, addresses, or other personally identifiable information, and shall use Confidential Information solely to perform its obligations under the Program. Trade Ally shall not disclose any Confidential Information to any third party except as expressly authorized in writing by Rocky Mountain Power or by Program Administrator. Without limiting the foregoing, Trade Ally shall not sell or otherwise capitalize on its customer lists, to the extent such customer lists contain Confidential Information. Trade Ally shall notify Program Administrator immediately of any use or disclosure of Confidential Information, actual or potential, which is not in compliance with this provision. Additional confidentiality and data security terms are included on the Program website and will be binding on Trade Ally.

Compliance with Law: Trade Ally shall comply with and conform to, and cause its subcontractors and contractors to comply with and conform, to all federal, state, local and international laws, statutes, ordinances, regulations, rules, codes (including energy codes) and orders applicable to Trade Ally, its business, and the work performed by Trade Ally.

Indemnification: wattsmart Homes Trade Ally will indemnify, reimburse, hold harmless and defend Rocky Mountain Power and Program Administrator, as well as their respective directors, officers and employees, affiliates, contractors, agents and consultants from any claims of any kind, including but not limited, to all costs and expenses, including fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other disputed resolution costs, both at trial and on any appeal, arising out of or connected in any way with any act or omission of Trade Ally, its employees, agents or subcontractors of any tier or any other entity or person for whom Trade Ally is responsible, (including without limitation any claims asserted under labor, employment, or workers' compensation laws) in the performance or nonperformance of services as a part of the Program.

Limitation of Liability: UNDER NO CIRCUMSTANCES SHALL ROCKY MOUNTAIN POWER BE LIABLE TO WATTSMART HOMES TRADE ALLY FOR ANY DIRECT OR INDIRECT LOSSES, COSTS OR DAMAGES ARISING FROM OR RELATED TO ANY REPRESENTATIONS, EQUIPMENT OR INSTALLATION UNDER ANY PROGRAM. WATTSMART HOMES TRADE ALLY AGREES THAT, IN CONNECTION WITH ROCKY MOUNTAIN POWER PROGRAMS, ROCKY MOUNTAIN POWER AND ITS REPRESENTATIVES WILL NOT, UNDER ANY CIRCUMSTANCES OR LEGAL THEORY, BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCURRED BY TRADE ALLY, INCLUDING WITHOUT LIMITATION LOSS OF ANTICIPATED REVENUE, PROFITS, OR GOODWILL. Rocky Mountain Power is not responsible for any tax liability imposed on wattsmart Homes Trade Ally as a result of payment of any incentives. Rocky Mountain Power is not providing tax advice, and any communication by Rocky Mountain Power is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party on behalf of Program Administrator or Rocky Mountain Power. As between Trade Ally, Rocky Mountain Power, and Program Administrator, Trade Ally is solely responsible for any damage incurred by the customer as a result of Trade Ally's services under the

Program. Neither Program Administrator nor Rocky Mountain Power is responsible for customer complaints or damages associated with Trade Ally's performance.

No Warranties: Rocky Mountain Power and Program Administrator do not make any, and both Rocky Mountain Power and Program Administrator expressly disclaim all warranties or representations of any kind with respect to the design, quality, safety, performance or effectiveness of any design, system, or product, or any potential energy savings, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Program. ROCKY MOUNTAIN POWER AND PROGRAM ADMINISTRATOR DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Changes to Terms and Conditions: Rocky Mountain Power and Program Administrator reserve the right to unilaterally change any (i) Terms and Conditions for participation in the Program as set forth in this Agreement or in any integrated documents or programs, or (ii) any terms and conditions set forth in a program-specific addendum. Rocky Mountain Power or Program Administrator will post the revised terms and conditions on the Trade Ally section of Rocky Mountain Power's Program website and will attempt to notify affected existing Trade Allies of the changes via email. If Trade Ally does not terminate its Trade Ally status (in writing) within 3 business days from the date of the email alerting it to Rocky Mountain Power's posting, then its continued participation constitutes acceptance of such revised terms and conditions and Trade Ally will be deemed to have accepted and shall be bound by the revised terms and conditions.

Termination: Trade Ally may terminate its participation in the Program by providing Program Administrator and Rocky Mountain Power with thirty (30) days' prior written notice. Rocky Mountain Power or Program Administrator may terminate this Agreement at any time by written notice to Trade Ally, with or without cause, including, without limitation, if Trade Ally fails to comply with any Program requirements. Customer incentives for equipment purchased from or installed by the terminated Trade Ally after the termination date will not be paid. Upon termination of this Agreement, Trade Ally shall immediately cease participating in the Program, including but not limited to any applicable use of Program materials, logos or other advertising tools, equipment and incentive forms. Trade Ally will not be entitled to compensation for any post-termination activity including but not limited to any incentives dated and submitted after the date of termination or for any costs incurred by Trade Ally post-termination. In the event of termination for cause, Trade Ally will be liable to the Program for any and all damages sustained by reason of the default that gave rise to termination. In the event either party terminates this Agreement, Program Administrator may assign to another contractor the responsibility for completion of any work not completed by Trade Ally prior to the effective date of termination or any work that fails to meet quality standards prior to the effective date of termination. Termination of this Agreement shall not relieve Trade Ally of any warranties or other obligations expressed herein which by their terms are intended to extend beyond termination.

Miscellaneous:

- Any notice required to be given under this Agreement shall be deemed given when placed in the mail and mailed by overnight registered mail via a nationally-recognized courier (e.g., USPS, FedEx, UPS) and postage prepaid.
- This Agreement shall be governed by and construed under the laws of the State of Oregon, without regard to conflict of law rules.
- Any dispute or claim that relates to this Agreement, its interpretation or breach, or to the existence, scope, or validity of this Agreement or this arbitration provision, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court with jurisdiction. The Parties acknowledge that mediation helps Parties settle their disputes and any Party may propose mediation whenever appropriate through the Arbitration Service of Portland, Inc. or any mediator mutually selected by the Parties.
- Any dispute or claim for which a party seeks injunctive relief, even if contrary to the language of this Section, shall be brought in the state and federal courts in Multnomah County, Oregon, and such courts shall be the proper and exclusive forum for any such action.
- Trade Ally shall not assign this Agreement, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of Program Administrator.
- Trade Ally may not delegate or subcontract Trade Ally's duties under this Agreement without the prior written permission of Program Administrator.

- If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.
- The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance.
- This Agreement supersedes all previous signed agreements between the Parties and sets forth the entire agreement of the Parties with respect to the subject matter hereof and may not be altered, changed abridged or amended other than in writing signed by the Parties.