



# Market Provider Agreement

## Renewable Energy Program

Focus on Energy works with eligible Wisconsin residents and businesses to install cost effective energy efficiency and renewable energy projects. Its efforts help Wisconsin residents and businesses manage rising energy costs, promote in-state economic development, protect our environment and control the state's growing demand for electricity and natural gas. Wisconsin Energy Conservation Corporation (WECC) administers the Focus on Energy Renewable Energy Program and may enter into collaborative agreements with eligible businesses, referred to as Market Providers, to deliver renewable energy goods and/or services in one of our targeted markets to Focus on Energy customers.

The purpose of this agreement is to set forth the terms and conditions under which the undersigned may be considered a Market Provider authorized by the Focus on Energy Renewable Energy Program.

| Market Provider information:  |   |  |  |
|---|---|--|--|
| Contact Name:   |   | Title:   |  |
| Company Name:   |   | Phone:   | (       )  |
| Address:  |   | Fax:   | (       )  |
| City/State/Zip:   |   | E-mail:  |  |
| County:   |   | Web site:  |  |
| Entity type:  | <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor<br><input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Other | Federal Taxpayer ID#:  |  |
| Business type (check all that apply):                                     |   | Technologies/areas of expertise:   |  |
| <input type="checkbox"/> Focus on Energy Full Service Installer           |   | <input type="checkbox"/> Solar Electric  |  |
| <input type="checkbox"/> MREA Certified Site Assessor                     |   | <input type="checkbox"/> Solar Water Heating   |  |
| <input type="checkbox"/> Renewable Energy Consultant                      |   | <input type="checkbox"/> Wind Energy   |  |
| <input type="checkbox"/> Renewable Energy Manufacturer                    |   | <input type="checkbox"/> Biogas Digestion  |  |
| <input type="checkbox"/> Renewable Energy Dealer                          |   | <input type="checkbox"/> Biomass Combustion  |  |
| <input type="checkbox"/> Renewable Energy Distributor                     |   |  |  |
| Area – Please indicate in what Wisconsin counties your business operates: |   |  |  |
| <input type="checkbox"/> Statewide  | or  | Regional: <input type="checkbox"/> Northwest<br><input type="checkbox"/> Northeast<br><input type="checkbox"/> Southeast<br><input type="checkbox"/> Southwest | or <input type="checkbox"/> Specific counties (please list):<br>_____<br>_____ |

### BENEFITS

**Program Support and Information:** For program related questions, contact the Renewable Energy Program at 888.509.3247.

**Renewable Energy Yellow Pages Directory Listing:** Market Providers will be highlighted in the Renewable Energy Yellow Pages on the Focus on Energy Web site, [focusonenergy.com/reyellowpages](http://focusonenergy.com/reyellowpages). Prospective customers can search by location for participating Market Providers.

**Special Honors and/or Significant Achievements Listings:** The Renewable Energy Program recognizes significant achievements of Market Providers, and presents a Market Provider of the Year award. When applicable, Focus on Energy will include these distinctions in applicable directories and on [focusonenergy.com](http://focusonenergy.com) listings.

**Press Release Assistance:** Focus will provide a press release template announcing the acceptance into the Focus on Energy Renewable Market Provider Program. This template will allow the Market Provider to insert their corporate information into the template and release it to their local media.

**Cooperative Advertising:** Focus on Energy will provide cooperative advertising funds for Market Providers who are eligible for Focus on Energy services. Funds are available on a first-come, first-served basis. Cooperative Advertising Guidelines may be obtained from the Focus on Energy Marketing Department by calling 888.509.3247. All requests for cooperative advertising reimbursements must adhere to the Cooperative Advertising Guidelines and must be pre-approved by the Focus on Energy Marketing Department before placing the advertisement. Financial assistance with trade shows is also available as part of the Cooperative Advertising program. For advertising ideas and design tips visit: [focusonenergy.com/marketprovider](http://focusonenergy.com/marketprovider).

**Use of Focus Name and Logo for Advertising:** The Focus on Energy name and logo may be used only during the term of this Agreement and are to be used solely by participating Market Providers for promoting their participation in the Focus on Energy Program. Advertising using the Focus on Energy name and logo, and/or promoting your participation with Focus on Energy must be pre-approved by the Focus on Energy Marketing Department. All guidelines for using logo(s) and advertising using the Focus on Energy name and/or logo are set forth by the Focus on Energy Marketing Department and must be followed. A copy of the logo usage guidelines is available by calling 888.509.3247, or visiting: [focusonenergy.com/marketprovider](http://focusonenergy.com/marketprovider) and is made part of this Agreement by reference.

**Focus on Energy Newsletter Subscriptions:** Providers will receive all applicable Focus on Energy newsletters. These newsletters are educational pieces discussing Focus on Energy Program activities.

**Notification of Training and Educational Opportunities:** Market Providers receive notification of Focus on Energy trainings and educational events related to their business.

## **TERMS AND CONDITIONS**

**Term:** This Agreement is valid until December 31, 2009, unless terminated in writing by either party, and will automatically renew annually beyond that date.

**Termination:** This Agreement may be terminated by the Market Provider or WECC for any reason at any time. Written notice of termination must be sent to the non-terminating party by certified mail, return receipt requested. When termination is triggered by written notice, termination is effective as of the date the termination letter is received by the non-terminating party. Upon termination, the Market Provider is eligible to receive payment for eligible services provided prior to notification of the suspension or termination of the agreement.

**Indemnification:** Market Provider agrees to indemnify and hold WECC, program subcontractors, the State of Wisconsin, and the Statewide Energy Efficiency and Renewables Administration, Inc. (SEERA) and their directors, employees, and agents harmless against all claims, liabilities, damages, losses, costs or expenses (including, but not limited to, reasonable attorney's fees) arising out of a breach by the Market Provider of any provision to this Agreement or arising out of any act or omission of the Market Provider, its employees, subcontractors, and other agents of the Market Provider or its subcontractors performed under or as a result of this agreement, including, but not limited, to the failure of the Market Provider to properly and/or timely pay any wages and/or benefits to the Market Provider's employees.

**Independent Agent:** Market Provider may present him/herself as a Market Provider or ally of the Focus on Energy Program. By signing this Agreement, a Market Provider does not become an agent, employee, or representative of the Focus on Energy Program, WECC, authorized subcontractors, the State of Wisconsin, or SEERA. Market Providers are independent agents who have no authority to enter into any contract or incur any obligations on behalf of or in the name of Focus on Energy, WECC, authorized providers, the State of Wisconsin, or SEERA.

**No Representation or Warranty:** Market Provider agrees that as a qualified participating Market Provider the Market Provider shall not (directly or indirectly) represent his/her/its products, offerings or work to potential customers or others as guaranteed or warranted in any way by this Program, Focus on Energy, SEERA, the State of Wisconsin or WECC.

**Customer Service Standards:** Market Provider acknowledges that they have received, read and agree to comply with the standards outlined in the Customer Service Pledge for the Focus on Energy Renewable Energy Program, the terms of which are incorporated by reference into this Agreement.

**Ethics:** Market Provider acknowledges that they have received, read and agree to comply with the program procedures outlined in the Renewable Energy Program Code of Ethics document, the terms of which are incorporated by reference into this Agreement.

**Codes, Licensing and Certification:** Market Provider shall abide and conform to all applicable laws and regulations and maintain all applicable licenses required by the federal, state, or local authority where the work is to be completed. Market Provider agrees to abide by all applicable regulations, rulings, proclamations, statutes, and building codes of all government bodies having jurisdiction. In addition, Market Provider must attain current and future certification through the Midwest Renewable Energy Association (MREA) to use certain titles (e.g. Site Assessor). Other certifications may be considered on a case-by-case basis.

**Continuing Education/Training:** Market Provider agrees to meet with Renewable Energy Program representatives once every 12 months to receive program updates in person or via phone conference. Other training requirements may be required in the future.

**Insurance:** Market Provider shall provide and maintain insurance coverage, and Market Provider's subcontractors shall provide and maintain the same, so as to provide protection and indemnification against any and all such claims or suits in connection with the Renewable Energy Program services that are the subject of this Agreement. Market Provider shall at its sole expense, obtain the following insurance: Worker's Compensation Insurance for Market Provider's employees to the extent of statutory limits; Commercial General Liability Insurance as applicable to Market Provider's obligations under this Agreement; and Automobile Liability Insurance which applies to any automobile Market Provider owns, hires or rents and used in the work performed under this Agreement. Market Provider shall furnish to WECC copies of certificates issued by applicable insurers showing policies carried and the limits of coverage before the Market Provider may receive any of the benefits of participation described in this Agreement. Failure of the Renewable Energy Program to enforce the minimum insurance requirements listed above shall not relieve Market Provider of responsibility for maintaining their coverage.

**Subcontractors:** Should the Market Provider subcontract any of the work specified in a project, the Market Provider agrees to hold subcontractors to the conditions of this agreement.

**Market Provider Approval:**

By signing this agreement, Market Provider agrees to abide by the foregoing terms and conditions of the Market Provider Agreement for the Renewable Energy Program:

\_\_\_\_\_  
Market Provider Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Focus on Energy / Wisconsin Energy Conservation Corporation Approval:**

By signing this agreement, the above named company is authorized to participate as a Market Provider in the Renewable Energy Program:

\_\_\_\_\_  
Authorized Focus on Energy Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Send completed agreement to:

Focus on Energy  
Renewable Energy Program  
431 Charmany Drive  
Madison, WI 53719