

Trade Ally Agreement – Contractor Addendum
Home Performance with ENERGY STAR®
 January 1, 2009

Introduction. This is the application to become a Trade Ally in Focus on Energy’s Home Performance with ENERGY STAR® Program (Program). This Program is part of the Focus on Energy’s offering in the State of Wisconsin, which is administered by Wisconsin Energy Conservation Corporation (WECC). Please provide all requested information below, read the terms and conditions on page 2, and sign this application. Return the completed application form and appropriate insurance documentation to WECC at the address below. After a final review of your Trade Ally Agreement Contractor Addendum, WECC will provide written notice within 30 days approving your Trade Ally status or requesting any additional information needed to complete your application.

Trade Ally Information

Company Name (as shown on Provider’s Initial Application):
Contact Name:

Trade Ally Business Type (Check all that apply.)

<input type="checkbox"/> Air Sealing	<input type="checkbox"/> HVAC / Mechanical	<input type="checkbox"/> Remodeling / Home Improvement
<input type="checkbox"/> Builder (Residential)	<input type="checkbox"/> Insulation	<input type="checkbox"/> Roofing
<input type="checkbox"/> Consultant / Engineer / Architect	<input type="checkbox"/> Lighting	<input type="checkbox"/> Supply Warehouse
<input type="checkbox"/> Electrical	<input type="checkbox"/> Manufactured Homes	<input type="checkbox"/> Windows
<input type="checkbox"/> General Contractor	<input type="checkbox"/> Plumbing	
<input type="checkbox"/> Renewable Energy Products / Services	<input type="checkbox"/> Other (please describe):	

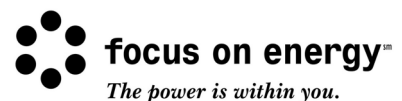
Focus on Energy Partnering Consultant(s) / Qualified Contractor(s) Information

For a list of partnering consultants and qualified contractors, please go to <http://www.focusonenergy.com>

Consultant Name:
Consultant Name:
Consultant Name:
Consultant Name:

Return completed form to:
WECC
c/o Focus on Energy, Single Family Homes Programs
 431 Charmany Drive
 Madison, WI 53719
 608.249.1271 Fax: 608.249.0339
www.focusonenergy.com

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 program and as part of Focus on Energy, WECC may enter into collaborative agreements with businesses (referred to as Trade Allies) to promote energy efficiency and/or renewable energy. Trade Allies are businesses who deliver goods and/or services related to energy efficiency and/or renewable energy.



**Trade Ally Agreement – Contractor Addendum
Home Performance with ENERGY STAR®**

TERMS AND CONDITIONS FOR PARTICIPATION

1. All terms and conditions set forth in the Trade Ally Agreement Initial Application are part of this Contractor Addendum and hereby incorporated by reference.
2. Once approved as a Focus on Energy Trade Ally, Trade Ally may be listed on Focus on Energy's Web site as a Trade Ally for specified Focus on Energy programs.
3. Once approved, Trade Ally is eligible for select Program Cash-Back Rewards which Focus on Energy offers for energy efficiency measures.
4. Once approved, Trade Ally may be eligible for cooperative marketing funding.
5. Once approved, Trade Ally may be offered training in energy efficient technologies and installation techniques at a discounted price.
6. Once approved, Trade Ally will receive periodic Program updates. Additionally, once approved, Trade Ally will be able to access specialized Program staff for technical and procedural assistance Monday through Friday, 8 am – 5 pm.
7. Trade Ally must successfully complete required Focus on Energy Program training, which will cover Program information, Cash-Back Rewards, quality control, probation, and termination policies.
8. Upon approval, Trade Ally must refer not less than five (5) Home Performance with ENERGY STAR pre-assessments/pre-ratings per program year to partnering consultant(s) and/or qualified contractor(s).
9. Trade Ally must have, and agrees to maintain, state-required workers' compensation insurance as well as acceptable occurrence-based commercial general liability (including contractual liability and completed operations 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 include (i) an "additional insured" provision providing that WECC and its directors, officers and employees are 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. Trade Ally must maintain adequate automobile liability insurance and, upon request, must promptly provide evidence of such coverage satisfactory to WECC in its sole discretion. Evidence of insurance for the workers compensation and commercial general liability coverages, as described above, must be submitted to WECC, in the form of a certificate of insurance, along with this application. The certificate of commercial general liability coverage must clearly identify "WECC" as an additional insured. Once approved, Trade Ally must promptly provide such certificates of insurance to WECC on an ongoing basis during the term of the agreement.
10. Trade Ally must be appropriately licensed if required by law or regulations and maintain such licensing once approved as a Trade Ally, comply with laws applicable to them (such as workers' compensation and employment laws), and continuously maintain all appropriate licenses and certifications for the work they perform as a Trade Ally.
11. Upon approval as a Program Trade Ally, Trade Ally will indemnify, reimburse, hold harmless and defend WECC, as well as the directors, officers, employees, agents and other consultants from any claims of any kind including, but not limited, to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other disputed resolution costs 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 liable, in the performance or nonperformance of services as a part of the Program.
12. WECC's liability in connection with this Contractor Addendum or the Program shall be limited to payment of earned monetary incentives. Under no circumstances shall WECC be liable to Trade Ally for any further amounts in connection with the Program under any legal theory, including any special, consequential, incidental or indirect damages.
13. Upon approval as a Program Trade Ally, Trade Ally shall respond to customer inquiries within three business days.
14. Upon approval as a Program Trade Ally, Trade Ally shall be subject to all Program performance standards and quality control requirements as set forth in the program guideline information provided to Trade Ally at Program Trade Ally trainings.
15. Upon approval as a Program Trade Ally, Trade Ally shall be an independent contractor and participation in the Program Trade Ally network is not intended to make Trade Ally an employee, agent, partner or joint venturer of WECC.

By my signature below, I represent and warrant that (i) I am duly authorized to submit this Trade Ally Agreement on behalf of the Trade Ally; (ii) the information provided in this Agreement and any other related documents delivered to WECC, is true, accurate and complete; (iii) I have read this Agreement in its entirety; and (iv) I understand and accept the terms and conditions contained in this Agreement.

Signature:	Date:
Printed Name:	Title:

