

Trade Ally Agreement – Initial Application
Focus on Energy Single Family Homes Programs
 January 1, 2009

This is the initial application to become a Trade Ally of Focus on Energy.

1. Initial Application Form. Please complete this Trade Ally Initial Application by providing the information requested below, reading the Terms and Conditions for Participation on page 2, and then signing. Return your completed Trade Ally Initial Application to Focus on Energy at the address below.

2. Program Specific Trade Ally Requirements. Your Trade Ally Initial Application will be reviewed by Focus on Energy for each of the program areas to which you have applied.

3. Approval. After a final review of all of your completed Trade Ally materials, Focus on Energy will provide written notice approving your participation and your status or requesting additional information needed to complete the process.

Focus on Energy Programs (Check the Focus on Energy program(s) in which you want to participate.)

<input type="checkbox"/> Home Performance with ENERGY STAR®	<input type="checkbox"/> Wisconsin ENERGY STAR® Homes
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Trade Ally Information (Contact information will be posted on the Focus on Energy Web site.)

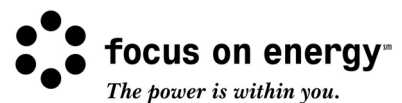
Check this box if you **do not** want to be listed on the Focus on Energy Web site.

Company Name (as shown on Provider's last income tax return):		
Company Tax ID Number:		
Contact Name:	Title:	
Address:		
City:	State:	Zip:
Mailing Address (if different):		
City:	State:	Zip:
Office Phone:	Fax:	
Web site Address:		
Email Address:		
If your company has multiple business locations, please attach a list of Wisconsin locations, addresses, contact people, email addresses, etc.		

Wisconsin Counties in Which Trade Ally Business Operates (Check all that apply.)

- | | | | | | |
|-----------------------------------|--------------------------------------|------------------------------------|------------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Adams | <input type="checkbox"/> Dane | <input type="checkbox"/> Iowa | <input type="checkbox"/> Marathon | <input type="checkbox"/> Polk | <input type="checkbox"/> Taylor |
| <input type="checkbox"/> Ashland | <input type="checkbox"/> Dodge | <input type="checkbox"/> Iron | <input type="checkbox"/> Marinette | <input type="checkbox"/> Portage | <input type="checkbox"/> Trempealeau |
| <input type="checkbox"/> Barron | <input type="checkbox"/> Door | <input type="checkbox"/> Jackson | <input type="checkbox"/> Marquette | <input type="checkbox"/> Price | <input type="checkbox"/> Vernon |
| <input type="checkbox"/> Bayfield | <input type="checkbox"/> Douglas | <input type="checkbox"/> Jefferson | <input type="checkbox"/> Menominee | <input type="checkbox"/> Racine | <input type="checkbox"/> Vilas |
| <input type="checkbox"/> Brown | <input type="checkbox"/> Dunn | <input type="checkbox"/> Juneau | <input type="checkbox"/> Milwaukee | <input type="checkbox"/> Richland | <input type="checkbox"/> Walworth |
| <input type="checkbox"/> Buffalo | <input type="checkbox"/> Eau Claire | <input type="checkbox"/> Kenosha | <input type="checkbox"/> Monroe | <input type="checkbox"/> Rock | <input type="checkbox"/> Washburn |
| <input type="checkbox"/> Burnett | <input type="checkbox"/> Florence | <input type="checkbox"/> Kewaunee | <input type="checkbox"/> Oconto | <input type="checkbox"/> Rusk | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Calumet | <input type="checkbox"/> Fond du Lac | <input type="checkbox"/> La Crosse | <input type="checkbox"/> Oneida | <input type="checkbox"/> Saint Croix | <input type="checkbox"/> Waukesha |
| <input type="checkbox"/> Chippewa | <input type="checkbox"/> Forest | <input type="checkbox"/> Lafayette | <input type="checkbox"/> Outagamie | <input type="checkbox"/> Sauk | <input type="checkbox"/> Waupaca |
| <input type="checkbox"/> Clark | <input type="checkbox"/> Grant | <input type="checkbox"/> Langlade | <input type="checkbox"/> Ozaukee | <input type="checkbox"/> Sawyer | <input type="checkbox"/> Waushara |
| <input type="checkbox"/> Columbia | <input type="checkbox"/> Green | <input type="checkbox"/> Lincoln | <input type="checkbox"/> Pepin | <input type="checkbox"/> Shawano | <input type="checkbox"/> Winnebago |
| <input type="checkbox"/> Crawford | <input type="checkbox"/> Green Lake | <input type="checkbox"/> Manitowoc | <input type="checkbox"/> Pierce | <input type="checkbox"/> Sheboygan | <input type="checkbox"/> Wood |

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.



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TERMS AND CONDITIONS FOR PARTICIPATION

1. This Agreement is valid for a term of one year from the date of the program's Trade Ally Agreement Approval Notice, unless terminated in writing by either party, and will automatically renew annually beyond that date.
2. Focus on Energy will provide Trade Ally with informational training materials, and additional training, as required by each Focus on Energy program for which Trade Ally has been approved.
3. The Trade Ally agrees to indemnify and hold WECC, program subcontractors, the State of Wisconsin and the Statewide Energy Efficiency and Renewables Administration, Inc. (SEERA), 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 Trade Ally of any provision to this Agreement or arising out of any act or omission of the Trade Ally, its employees, subcontractors, and other agents of the Trade Ally or its subcontractors performed under or as a result of this agreement, including, but not limited to, the failure of the Trade Ally to properly and/or timely pay any wages and/or benefits to the Trade Ally's employees.
4. The Trade Ally may present him/herself as a Trade Ally or ally of the Focus on Energy program. By signing this Agreement, a Trade Ally does not become an agent, employee, or representative of the Focus on Energy program, WECC, authorized subcontractors, the State of Wisconsin or SEERA. Trade Allies 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.
5. The Trade Ally agrees that as a qualified participating Trade Ally the Trade Ally 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 Focus on Energy, the State of Wisconsin, SEERA or WECC.
6. Trade Ally understands that there will be inspections and verifications of Trade Ally work in accordance with policies and procedures of each of the Focus on Energy programs for which Trade Ally has been approved. Trade Allies must cooperate with these inspections and verifications, and continue to perform at an acceptable standard. Inspections will verify the project for program purposes only, and no warranty for any purpose is implied.
7. Customer Service Standards: The Trade Ally agrees to maintain written customer service standards available to customers. (A model set of acceptable standards is available by calling 888.509.3247.) Specific program guidelines outline additional benefits, terms and conditions.
8. Trade Ally understands that Focus on Energy is not endorsing its business, or warranting or endorsing any equipment that may be sold by Trade Ally. Under no circumstances shall Focus on Energy be liable to Trade Ally for any direct or indirect losses, costs or damages arising from or related to any representations, equipment or installation under the program.
9. This Agreement may be terminated by the Trade Ally 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, Trade Ally is eligible to receive payment for eligible services provided prior to notification of the suspension or termination of the Agreement.
10. Focus on Energy and its representatives shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of Trade Ally or any other persons to hazardous materials of any kind in connection with Trade Ally's participation in any Focus on Energy program, including without limitation asbestos, asbestos products, PCBs, or other toxic substances.

<p>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.</p>	
Signature:	Date:
Printed Name:	Title:

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

