

**Trade Ally Agreement – Non-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 Initial Application, WECC will provide written notice 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"/> Financier	<input type="checkbox"/> Real Estate	<input type="checkbox"/> Community /Advocacy Organization
<input type="checkbox"/> Home Inspector	<input type="checkbox"/> Other (please describe):	

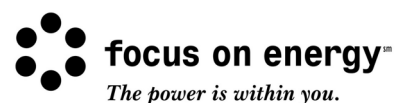
Focus on Energy Partnering Consultant(s) / Qualified Contractor(s) Information

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.



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TERMS AND CONDITIONS FOR PARTICIPATION

1. All terms and conditions set forth in the Trade Ally Agreement Initial Application are part of this Non-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 through Focus on Energy.
4. Once approved, Trade Ally may be eligible for cooperative marketing funding.
5. 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.
6. 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.
7. 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).
8. 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.
9. WECC's liability in connection with this Non-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.
10. Upon approval as a Program Trade Ally, Trade Ally shall respond to customer inquiries within three business days.
11. 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: