

To be completed by Trade Ally Applicant

Introduction

Welcome! This is an application to renew your status or become a trade ally in an Energy Trust Existing Buildings program. The Existing Buildings program (the Program) is administered by Lockheed Martin Services, Inc (PMC) for Energy Trust. Please read the terms and conditions, and complete and sign this **Form 171B: Existing Buildings Trade Ally Addendum** application. Return the completed application form and required insurance documentation to Energy Trust at the address below. After a final review of your application materials, Energy Trust will provide written notice approving your trade ally status for the Program or requesting any additional information needed to complete your application.

Applicant Information

Company Name	DBA (if applicable, for website listing)
Contact Name	Email (mandatory for all communication)

Company Information

Company Role (check only one)

<input type="checkbox"/> Architect	<input type="checkbox"/> Distributor	<input type="checkbox"/> Manufacturer Representative
<input type="checkbox"/> Contractor—Electrical	<input type="checkbox"/> Engineer	<input type="checkbox"/> Retailer
<input type="checkbox"/> Contractor—Mechanical	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Other (Specify)

Services Currently Offered on Existing Buildings (these will be listed on the website, check all that apply)

<input type="checkbox"/> Building Design	<input type="checkbox"/> Foodservice Equipment	<input type="checkbox"/> Insulation	<input type="checkbox"/> Plumbing
<input type="checkbox"/> Commissioning	<input type="checkbox"/> Grocery	<input type="checkbox"/> Lighting	<input type="checkbox"/> Windows
<input type="checkbox"/> Compressed Air Systems	<input type="checkbox"/> HVAC	<input type="checkbox"/> Natural Gas Equipment	<input type="checkbox"/> Other (Specify)
<input type="checkbox"/> Energy Analysis			

Specialties Currently Offered on Existing Buildings (these will be listed on the website, check all that apply)

<input type="checkbox"/> Air-Compressors	<input type="checkbox"/> HVAC—Electric	<input type="checkbox"/> Heat Pumps	<input type="checkbox"/> Refrigeration
<input type="checkbox"/> HVAC—Boilers	<input type="checkbox"/> HVAC—Gas	<input type="checkbox"/> Lighting & Controls	<input type="checkbox"/> Tankless Water Heaters
<input type="checkbox"/> HVAC—Controls	<input type="checkbox"/> HVAC—Radiant Heat	<input type="checkbox"/> Premium Motors	<input type="checkbox"/> Other (Specify)

Key Personnel Education & Qualifications

Name	Title	Experience/Certification

Customer References (Additional references may be requested.)

1	Company	Describe Energy Efficiency Project
	Contact	
	Phone	
2	Company	Describe Energy Efficiency Project
	Contact	
	Phone	

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3	Company	Describe Energy Efficiency Project
	Contact	
	Phone	

Terms and Conditions for Participation

If Applicant is approved as a Trade Ally for the Program, Applicant agrees to be bound by (i) all terms and conditions set forth in the **Form 1171A: Trade Ally Enrollment Application** which are incorporated and made a part of this **Form 171B** application by this reference, and (ii) all of the following additional terms and conditions for participation:

1. Trade Ally may be eligible for cooperative marketing funding through the Program.
2. Trade Ally must complete any informational training sessions, as may be required by the Program. These trainings typically cover the Program's offerings and processes, including form submission requirements.
3. Trade Ally must enroll, in accordance with Energy Trust requirements, a minimum of one (1) qualifying energy efficiency project with an Energy Trust Existing Buildings program within 12 months of the date that Trade Ally status is approved by the Program. In addition, Trade Ally will be required to enroll a minimum of one (1) project each subsequent year in order to remain a Trade Ally.
4. Trade Ally shall have, and must maintain, state-required workers' compensation insurance as well 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 cover the type of work Trade Ally performs and must include (i) an "additional insured" provision providing that Energy Trust of Oregon, Inc. 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.
5. Evidence of insurance for the workers compensation and commercial general liability coverages, as described above, must be submitted to Energy Trust, in the form of a certificate of insurance, along with this **Form 171B** application and on an ongoing basis during the term. The certificate of commercial general liability coverage must clearly identify "Energy Trust of Oregon, Inc." as an additional insured.
6. Trade Ally must maintain adequate automobile liability insurance and, upon request, must promptly provide evidence of such coverage satisfactory to Energy Trust in its sole discretion.
7. Trade Ally shall provide Energy Trust with immediate notification if it no longer has any license, certification, registration or insurance required to be a Trade Ally. In addition, Trade Ally must notify Energy Trust immediately of any changes to the trade ally information which Trade Ally submitted to Energy Trust during the application process (*i.e. via the Form 1171A or this Form 171B*), including but not limited to any change of address or proposed changes in its ownership or business structure.
8. Trade Ally shall be an independent contractor and participation in the Program's trade ally network is not intended to make Trade Ally an employee, agent, partner or joint venturer of either Energy Trust or PMC.
9. Trade Ally will perform the trade ally work with that degree of skill and judgment normally required by industry standards, and will use best efforts to properly assist participants applying for Energy Trust incentives.
10. Trade Ally agrees to indemnify, reimburse, hold harmless and defend Energy Trust and PMC, 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.
11. **Trade Ally agrees that, in connection with Energy Trust's programs, Energy Trust 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.**
12. Trade Ally shall not disclose to any third party any proprietary or confidential information concerning an Energy Trust program participant, that it may gather through any Energy Trust program on behalf of a participant (*e.g. via Program*

**Form 171B
Existing Buildings Trade Ally Addendum**



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forms). Such proprietary and confidential information includes without limitation, information about the participant's property, business, finances, suppliers or customers that may derive actual or potential value from not being generally known to, and not being readily ascertainable by proper means by, persons who can obtain value from its disclosure or use. Trade Ally will exercise the highest degree of skill to safeguard such confidential information against loss, theft or other inadvertent disclosure.

Authorized Signature

By signing this application, I represent that (i) I am duly authorized to submit this **Form 171B: Existing Buildings Trade Ally Addendum** application on behalf of the Applicant; (ii) the information provided in the **Form 1171A: Trade Ally Enrollment Application** continues to be true, accurate and complete and the information provided in this **Form 171B** is true, accurate, and complete, (iii) I have read the **Form 1171A** and this **Form 171B** in their entireties; and (iv) I understand, and accept the terms and conditions contained in both the **Form 1171A** and this **Form 171B**, which together constitute my application to Energy Trust to become a Trade Ally for the Existing Buildings program. I further understand and accept that approval or rejection of my application is in the sole discretion of Energy Trust and that **ONLY** upon receipt of an **"EB Trade Ally Application Approval Notice"** from Energy Trust will Applicant be a Trade Ally of Energy Trust.

NOTE: Trade and/or Customer References May Be Requested

Name of Company	Authorized Representative (printed name)	Title
Signature		Date