

Trade Ally Business Development Fund Agreement



This Agreement is entered into as of _____ by and between
_____ ("Trade ally") and Conservation Services Group ("PMC").

The parties agree as follows:

1. Parties. PMC has contracted with Energy Trust of Oregon to be the Program Management Contractor for Energy Trust's Existing Homes program ("program"), which operates to increase residential energy efficiency, in part by the payment of incentives to utility customers to assist in implementing energy-efficiency measures. Trade ally is a part of that program, either as a contractor who installs energy-efficiency measures, a seller of energy-efficiency equipment, or in a related capacity. If trade ally has signed an application with Energy Trust to become a trade ally, this Agreement supersedes that application on the specific trade ally business development fund issues dealt with by this Agreement.
2. Purpose. The purpose of this Agreement is to provide a commitment by PMC and trade ally to each other for Trade Ally Business Development Funds on the terms set forth in this Agreement. The Trade Ally Business Development Fund shall be focused on Energy Trust and the program and shall be designed to further the charitable purposes of Energy Trust and its mission.
3. Commitment of Funds. On trade ally's execution of this Agreement, PMC shall reserve Trade Ally Business Development Funds to be paid to trade ally, or directly to third-party providers at the option of PMC, to pay a portion of the costs of certain marketing of the program ("Marketing"), trainings or workshops ("Training") or continuing education opportunities ("CEUs") to be undertaken by trade ally in accordance with the Trade Ally Business Development Fund provided by trade ally. On trade ally's performance of the Marketing, Training or CEUs by the dates specified in the Budget, the Trade Ally Business Development Funds shall be paid as provided in this Agreement. Should trade ally fail to perform the Marketing, Training or CEUs by the specified dates, PMC shall no longer be obligated to reserve the Trade Ally Business Development Funds for trade ally, and trade ally shall have no further rights in those funds.
4. Approval of Marketing Materials. Five working days prior to proposed publication of the Marketing materials, trade ally will provide PMC, or Energy Trust at PMC's direction, with proofs of the specific Marketing materials which trade ally proposes to publish in accordance with the Budget, which materials will be promptly approved or disapproved. Trade ally shall not publish any Marketing materials without PMC's approval and shall not publish any Marketing materials which include the Trademarks (as defined in Paragraph 8 of this Agreement) without Energy Trust's approval.
5. Approval of Training or CEUs. Five working days prior to proposed training, workshop or class, trade ally will provide PMC, or Energy Trust at PMC's direction, with a description, registration link or other information regarding the training, workshop or class which will be approved or disapproved for use of funds within three business days. Trade ally must provide receipt or invoice from training, workshop or class along with certificate of completion to receive Trade Ally Business Development Funds.

6. Failure to Make Reasonable Progress. Trade ally shall report to PMC, as PMC may reasonably request, on the progress of trade ally in performing the Marketing, Training or CEUs. Should it appear to PMC in its reasonable discretion that trade ally is not progressing reasonably with performance of the Marketing, Training or CEUs, PMC may elect to terminate all or a portion of trade ally's rights to payment of the Trade Ally Business Development Funds. PMC will promptly notify trade ally of its exercise of that election. Termination shall not affect trade ally's rights to payment for Marketing, Training or CEUs to the extent the Marketing materials, trainings, workshops or classes were approved pursuant to this Agreement and actually published.
7. Payment Procedure. Payment of Trade Ally Business Development Funds will be made by PMC within 30 – 45 days of trade ally's submission, within a reasonable time after initiation of publication, of (i) a copy of the Marketing materials as published, (ii) the invoice for publication costs, and (iii) a detailed estimate of market impact of the publication, all of which shall be submitted to PMC at the following address:

Existing Homes
Attention: Trade Ally Business Development Fund
208 SW 5th Avenue, Suite 700
Portland, Oregon 97204
Fax: 1.866.516.7592
8. Trademark License. As a part of the Marketing, trade ally may use trademarks owned by Energy Trust (collectively, the "Trademarks"). Any such use of the Trademarks by trade ally will be governed by the following terms:
 - a. Before publicly distributing any Marketing materials pursuant to this Agreement, trade ally will submit examples of any such materials to PMC for approval. Trade ally will not use the Marketing materials unless Energy Trust approves each such use. Energy Trust's approval of such Marketing materials shall be deemed a grant to trade ally of a nonexclusive, nontransferable, royalty-free license to use the Trademarks only in connection with the Marketing.
 - b. Trade ally will use the Trademarks only in a manner consistent with accepted commercial practices in the energy efficiency and conservation industry.
 - c. Trade ally will not use or display the Trademarks in a manner that is misleading, that disparages Energy Trust or its services or programs, that may be harmful to Energy Trust's reputation, or that may reduce the value of the Trademarks.
 - d. Trade ally recognizes that nothing contained in this Agreement is intended as an assignment or grant to trade ally of any right, title, or interest in or to the Trademarks or related goodwill.
 - e. In the event trade ally's rights to Trade Ally Business Development Funds are terminated, the license granted under this Paragraph 8 shall automatically terminate and trade ally shall immediately cease any and all use of the Trademarks.
9. Indemnification. Trade ally shall indemnify, defend, and hold harmless PMC and Energy Trust, their directors, officers, employees, subcontractors, and agents (altogether, "Indemnified Parties") from any and all claims, demands, suits, losses, or damages, including attorney fees and costs of litigation, which may be incurred by any of the Indemnified Parties in connection with this Agreement, provided, however, that trade ally shall be entitled to payment of the Trade Ally Development Funds in accordance with this Agreement.
10. Limitation of Liability. PMC's liability in connection with this Agreement shall be limited to payment of Trade Ally Business Development Funds in accordance with this Agreement. PMC shall not be liable for any further amount in connection with this Agreement, including any special, consequential, punitive, incidental, or indirect damages, whether a claim for such further amount is made in law or equity or under theory of contract, tort, negligence, strict liability, quasi-contract, or other theory.
11. Miscellaneous. This Agreement constitutes the entire understanding of the parties on its subject matter and supersedes all prior understandings or representations. Should any provision of this Agreement be

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unenforceable, enforceability of the remaining provisions shall remain unaffected. This Agreement may be amended only by a writing signed by both parties, provided, however, changes to the Budget may be made by the parties by any method evidencing both parties' agreement to the changes. This Agreement may not be assigned by trade ally.

Trade Ally Contractor Name: _____

Title: _____

Printed Name: _____

Signature: _____

Date: _____

Company Name: _____

Marketing Contact: _____

Phone: _____ Fax: _____

Mailing Address: _____

City: _____ Zip: _____

Street Address (if different): _____

City: _____ Zip: _____