

To be completed by Trade Ally Applicant

**Introduction**

Welcome! This is an application to renew your status or become a trade ally in Energy Trust’s New Buildings program (NB or the Program). The Program is administered by Portland Energy Conservation, Inc. (PMC) for Energy Trust. Please read the terms and conditions, and complete and sign this **Form 571A: New 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 NB trade ally status 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"/> Contractor—Design / Build	<input type="checkbox"/> Contractor—Mechanical	<input type="checkbox"/> Manufacturer Representative
<input type="checkbox"/> Contractor—Electrical	<input type="checkbox"/> Distributor	<input type="checkbox"/> Retailer
<input type="checkbox"/> Contractor—General	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Other (Specify)

**Services Currently Offered on New Building Construction (these will be listed on the website, check all that apply)**

<input type="checkbox"/> Building Design	<input type="checkbox"/> HVAC	<input type="checkbox"/> Natural Gas Equipment	<input type="checkbox"/> Other (Specify)
<input type="checkbox"/> Commissioning	<input type="checkbox"/> Lighting	<input type="checkbox"/> Plumbing	
<input type="checkbox"/> Controls	<input type="checkbox"/> Motors/ Drives		

**Specialties Currently Offered on New Building Construction (these will be listed on the website, check all that apply)**

<input type="checkbox"/> Cooking Equipment	<input type="checkbox"/> HVAC—Controls	<input type="checkbox"/> HVAC—Infrared	<input type="checkbox"/> Variable-Speed Drives
<input type="checkbox"/> Daylighting	<input type="checkbox"/> HVAC—Electric	<input type="checkbox"/> HVAC—Natural Gas	<input type="checkbox"/> Other (Specify)
<input type="checkbox"/> Energy Analysis	<input type="checkbox"/> HVAC—Geothermal	<input type="checkbox"/> Lighting Controls	
<input type="checkbox"/> Energy Modeling	Heat Pump	<input type="checkbox"/> Motors—Mgmt & Sales	

**Check here if you perform services for New Multifamily Construction**

**Terms and Conditions for Participation**

Applicant must successfully complete an informational Program orientation session as a pre-requisite before this **Form 571A** application can be reviewed. If Applicant is approved as a NB Trade Ally, 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 571A** application by this reference, and (ii) all of the following additional terms and conditions for participation in the Program.

1. NB Trade Ally may be eligible for cooperative marketing funding through the Program.
2. NB Trade Ally must complete any additional informational Program training sessions, as may be required by the Program. These trainings typically cover the Program’s offerings and processes, including the Program’s form submission requirements.
3. NB Trade Ally will appoint an "Energy Ambassador" at NB Trade Ally's company, and such Energy Ambassador will serve as the primary point of contact with the PMC.
4. NB Trade Ally must provide proof of attendance at a minimum of two (2) qualifying events or activities hosted by the Program per year to remain a NB Trade Ally. Qualifying Program events or activities may include round tables, panel presentations, trainings and/or focus groups.

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5. NB 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. NB Trade Ally's commercial general liability policy 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, NB Trade Ally's policy will be primary.
6. 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 571A** 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.
7. NB 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.
8. NB Trade Ally shall provide Energy Trust with immediate notification if it no longer has any license, certification, registration or insurance required to be a NB Trade Ally. In addition, NB Trade Ally must notify Energy Trust immediately of any changes to the trade ally information which NB Trade Ally submitted to the Program during the application process (*i.e. via the Form 1171A or this Form 571A*), including but not limited to any change of address or proposed changes in its ownership or business structure.
9. NB Trade Ally shall be an independent contractor and participation in the NB trade ally network is not intend to make NB Trade Ally an employee, agent, partner or joint venturer of either Energy Trust or PMC.
10. NB 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 Program participants in applying for Energy Trust incentives.
11. NB 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 NB Trade Ally, its employees, agents, or subcontractors of any tier or any other entity or person for whom NB Trade Ally is liable, in the performance or nonperformance of services as a part of the Program.
12. **NB Trade Ally agrees that, in connection with the Program, Energy Trust and PMC will not, under any circumstances or legal theory, be responsible for any special, consequential, incidental or indirect damages incurred by NB Trade Ally.**
13. NB Trade Ally shall not disclose to any third party any proprietary or confidential information concerning a Program participant, that it may gather through the Program on behalf of a Program participant (*e.g. via Program 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. NB 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 571A: New 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 571A** is true, accurate, and complete, (iii) I have read **Form 1171A** and this **Form 571A** in their entireties; and (iv) I understand, and accept the terms and conditions contained in both the **Form 1171A** and this **Form 571A**, which together constitute my application to Energy Trust to become an NB Trade Ally. 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 a **"NB Trade Ally Application Approval Notice"** from Energy Trust will Applicant be a NB Trade Ally of Energy Trust.

NOTE: Trade and/or Customer References May Be Requested

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