

Form 771A  
Small Wind Trade Ally Addendum



To be completed by Trade Ally Applicant

### Introduction

Welcome! This is an application to renew or become a trade ally in the Energy Trust's Small Wind Program (the Program). This **Form 771A: Small Wind Trade Ally Addendum**, along with your completed **Form 1171A: Trade Ally Enrollment Application**, will together be your application. Please read all of the terms and conditions carefully. You will also need to review the **Program Guide for Small Wind Trade Allies**, as well as our **Small Wind System Installation Requirements**. These documents, which are posted on our website at [www.energytrust.org](http://www.energytrust.org), contain additional details about the Program requirements that all approved Program trade allies must comply with. If you have any questions, please contact us BEFORE you sign and submit an application. Please return the completed application along with all required documentation to Energy Trust at the address below. Energy Trust will not review applications until (i) it has received all required accompanying documentation, and (ii) the Applicant has completed the Program's pre-requisite training session(s). Please check our website for upcoming training dates.

### Applicant Information

Company Name	DBA (if applicable, for website listing)
Contact Name	Email (mandatory for all communication)
CCB# (Required for participation as a trade ally in this Program)	

### Minimum Qualifications and Required Attachments

Date of Small Wind Program training session attended: \_\_\_\_\_

Date of comprehensive, hands-on small wind installation training session attended\*: \_\_\_\_\_ You must attach the following:

- Training class information, including: contact information, instructor qualifications, and syllabus. Syllabus should demonstrate comprehensive training on topics such as siting, estimating wind resource and energy output, hands-on installation training for wind generator systems of the size/type that Applicant intends to install, and normal maintenance activities; AND
- Proof of successful completion of such training (e.g. reference from training instructor or copy of completion certificate).

**Please note that your complete application must be submitted to our Program within one year from your Program training attendance date and within two years from your small wind installation training date.**

\*To meet the minimum qualifications, applicant must have either (i) attended a hands-on small wind installation training session in the past two years that covers siting, estimating wind resource and energy output, hands-on installation of the wind generator of the size/type that will be installed, and normal maintenance, or (ii) successfully installed at least three small wind systems on towers at least 60 feet tall in Oregon or Washington within the last two years. To show proof of installation in lieu of training, Applicant must attach at least three references from the project owners of small wind systems that were installed by Applicant within the last two years. Additional information or references may be requested.

### Additional Terms and Conditions for Participation

The Applicant named above is submitting this application to Energy Trust to become a trade ally for Energy Trust's Small Wind Program. If Energy Trust grants this application, by providing Applicant with a written **Small Wind Trade Ally Application Approval Notice**, then and only then will Applicant be an approved Small Wind Program trade ally. Upon approval, Small Wind Program trade ally will be bound by: (i) the terms and conditions set forth in the **Form 1171A: Trade Ally Enrollment Application** which are incorporated and made a part of this document by this reference, and (ii) all of the following additional terms and conditions for Small Wind Program trade ally's participation in the Program. Approval or denial of this application is in the sole discretion of Energy Trust.

- 1. Program Participation.** Small Wind Program trade ally must comply with, and will be entitled to offer Energy Trust incentives for Small Wind projects in accordance with, the Program requirements, including but not limited to the **Program Guide for Small Wind Trade Allies** and the **Small Wind System Installation Requirements**. Small Wind Program trade ally will attend all mandatory Program training sessions or workshops that the Program may require. Small Wind Program trade ally shall provide Energy Trust with immediate notification if it no longer has any license, certification, registration or insurance required

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to be a Small Wind Program trade ally. In addition, Small Wind Program trade ally must notify Energy Trust immediately of any changes to the trade ally information which it submitted to the Program during the application process (*i.e. via the Form 1171A or this Form 771A*), including but not limited to any change of address or proposed changes in its ownership or business structure.

2. **Insurance.** Small Wind Program 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. Small Wind Program 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, Small Wind Program trade ally's policy will be primary. Small Wind Program trade ally must submit evidence of insurance for the workers compensation and commercial general liability coverages, as described in this section, to Energy Trust, in the form of a certificate of insurance, with the 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. Small Wind Program 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.
3. **Access to Records.** Energy Trust and its duly authorized representatives shall have access to the books, documents, papers, and records of Small Wind Program trade ally which are directly pertinent to participation in the Program for the purpose of making audit, examination, excerpts, and transcripts.
4. **Waiver of Construction Lien Against Customers.** For the amount of any incentive payment due or alleged to be due to Small Wind Program trade ally from Energy Trust, Small Wind Program trade ally hereby waives its right to perfect or foreclose any lien or encumbrance against the property of any Program participant (including without limitation claims of construction lien under Oregon's Construction Lien Law).
5. **Limitation of Liability.** **Energy Trust's liability to Small Wind Program trade ally in connection with the Agreement is limited to recovery of any incentive amounts due to Small Wind Program trade ally pursuant to the Agreement. Under no circumstances will Energy Trust be liable to Small Wind Program trade ally for any further amount in connection with the Agreement whether characterized as general, special, direct, indirect, punitive, consequential or otherwise.** This provision shall survive termination of Small Wind Program trade ally status.
6. **Confidentiality.** Small Wind Program trade ally shall not disclose to any third party any information concerning a Program participant, including but not limited to a participant's name, address, or any other personally identifiable information, that it may receive through the Program on behalf of a Program participant (*e.g. via Program forms*). Small Wind Program trade ally will exercise the highest degree of skill to safeguard all confidential information against loss, theft or other inadvertent disclosure. This provision shall survive termination of Small Wind Program trade ally status.
7. **Facsimile/Scanned Signatures.** Signed documents transmitted via fax or scanned attachment to electronic mail shall be the same as delivery of the original signed document. Upon request, the parties agree to confirm facsimile or scanned documents by providing an original document.

**Authorized Signature**

By signing this application, I represent that (i) I am duly authorized to submit this **Form 771A: Small Wind 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 771A** is true, accurate, and complete, (iii) I have read the **Form 1171A** and this **Form 771A** in their entireties; and (iv) I understand, and accept the terms and conditions contained in both the **Form 1171A** and this **Form 771A**, which together constitute my application to Energy Trust to become a Small Wind Program 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 **"Small Wind Trade Ally Application Approval Notice"** from Energy Trust will Applicant be a Small Wind trade ally of Energy Trust.

NOTE: Trade and/or Customer References May Be Requested

Name of Company	Authorized Representative	Title
Signature	Date	