

Builder Trade Ally Enrollment

EPS New Construction Builder | Addendum | Form 671A



To be completed by Trade Ally Applicant

Introduction

Applicant has expressed interest in becoming an EPS New Construction Builder trade ally. The next set of questions will gather information related to your request. After a final review of your application materials, Energy Trust will provide written notice of your trade ally status or request a W-9 and any additional information needed to complete your application. Applicant is not an approved EPS new Construction Builder trade ally until an approval notice is received from Energy Trust.

Applicant Information

Company Name ("Applicant") <i>(legal business name, must match Form 1171 Applicant company name)</i>	Assumed Business Name (a "DBA") <i>(if applicable, for website listing)</i>
Contact Name	Email <i>(mandatory for all communication)</i>

Trade Ally category for which builder company is applying for *(check all that apply)*

Builder Developer Owner-builder

Terms and Conditions for Program Participation as an EPS New Construction Trade Ally

- Trade ally will be eligible to receive applicable EPS New Construction program (Program) incentives, which Energy Trust offers for energy efficiency measures (see terms and conditions for incentive payments, below).
- Trade ally will be offered training in energy-efficient technologies and installation techniques.
- Trade ally will receive periodic program updates. Additionally, trade ally will be able to access specialized program staff available for technical and procedural assistance.
- Trade ally shall respond to customer inquiries within three business days. Trade Ally agrees to establish and maintain a professional relationship with builders, subcontractors, verifiers, customers, and Program partners.
- Trade Ally shall be subject to all Program performance specifications and quality control requirements as set forth in the EPS Field Guide provided to trade ally. The EPS Field Guide is subject to change at any time.

Terms and Conditions for EPS New Construction Program Incentive Payments

- APPLICATION.** Trade ally must work with an Energy Trust-approved EPS New Construction Verifier ("verifier") to conduct approved energy modeling for homes submitted to received incentives. In addition the trade ally will work with verifier and Energy Trust to complete the verification and incentive submission process.
- FUNDING.** Funds for all projects are subject to availability of funding and are subject to change. The final incentive amount paid to the trade ally may be different from the total expected incentive during preliminary project modeling, depending on the actual measures installed, the results of performance testing, and/or incentives remaining.
- LARGE PROJECT FUNDING.** Trade allies with large projects are subject to review for reservation of available funds. Large projects consist of, but are not limited to, 1) total incentives of \$500,000 or more within a calendar year, and 2) total incentives of \$500,000 or more paid within a given zip code or adjoining zip code. Large projects must meet energy efficient cost savings targets and be part of an equitable distribution of Energy Trust of Oregon funds. Trade ally agrees to notify Energy Trust in advance of planned or potential large projects.

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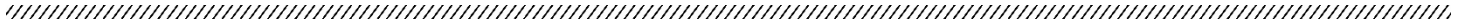
- ////////////////////////////////////
- 4. ELIGIBILITY.** To be eligible for Energy Trust incentives, homes must be sited served by at least one qualifying Energy Trust utility (Portland General Electric, Pacific Power, NW Natural, Cascade Natural Gas, and/or Avista). If the home is partially served by a utility or fuel source that is not an Energy Trust utility, then a reduced incentive may be paid for the qualified energy savings of that home.
 - 5. VERIFICATION.** For all homes applying for EPS, a first inspection must be completed before drywall is installed (insulation must be visible). Second inspection will occur once all program requirements have been completed and installed. Energy Trust solar electric system requirements must also be met, as applicable. It is the trade ally's responsibility to work out a business relationship with a verifier to schedule inspections so that they are performed in a timely manner, giving as much notice to the verifier as possible. All NFRC window labels must be present or accessible at time of one of the inspections.
 - 6. PAYMENT.** Energy Trust will pay incentives upon (i) verifier submission into Axis with approved modeling file and all supporting documentation; (ii) verification of compliance with EPS New Construction Program; and (iii) verification that trade ally has submitted all required documentation, including appropriate proof of insurance. Expected incentives are based on a preliminary model of the home. Please allow up to 60 days for receipt of payment of the final incentive after verification, inspection and verifier project submission is complete. Trade ally may not receive Energy Trust-funded incentives, payments or reduced pricing on equipment through distributors or retailers on equipment installed in an EPS home. Energy Trust reserves the right to reduce a trade ally's incentive or request incentive be refunded should trade ally receive multiple incentives for the same equipment.
 - 7. INFORMATION RELEASE.** The trade ally understands and agrees that Energy Trust and/or its representatives may include a description of projects, including the trade ally's name, services provided, project cost and energy savings and/or generation, in reports, studies, and other documentation prepared for the Energy Trust Board of Directors, the Oregon Public Utility Commission, Oregon Department of Energy, Oregon Housing and Community Services, the Oregon Legislature, and other as deemed necessary for program purposes . Trade ally further agrees that Energy Trust may release to the public EPS information for all EPS homes. Energy Trust will treat all other information gathered as confidential and report it only in the aggregate.
 - 8. TAX LIABILITY.** Energy Trust is not responsible for any tax liability imposed on the trade ally as a result of payment of the incentives. Energy Trust is not providing tax advice, and any communication by Energy Trust is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.
 - 9. SAFETY AND BUILDING CODES.** Trade ally represents that: i) all equipment installed and work performed complies with all federal, state, and local safety, building and environmental codes, and ii) all equipment is UL listed and installed per manufacturer's instructions.
 - 10. CHANGE OF ADDRESS:** Trade Ally must inform EPS New Construction at eps@energytrust.org when a builder address changes.
 - 11. PROPERTY RIGHTS.** Trade ally represents that trade ally has the right to perform the energy-savings and/or generation measures on the property on which those measures are performed and that any necessary consent has been obtained.
 - 12. ACCESS AND EVALUATION.** Energy Trust and/or its representatives may request access to properties and may review and evaluate the projects during and after completion. Trade ally hereby agrees to provide reasonable access to the property for evaluation purposes. If Energy Trust chooses a trade ally's site be chosen for a post-construction quality assurance review, then Energy Trust must satisfactory completion of complete that review, to its sole satisfaction, must occur before incentive payment. No warranty is implied by reason of participation in this program or by reason of any review by Energy Trust the EPS New Construction Program.

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13. DISCLAIMER / NO LIABILITY. Trade ally understands that, although Energy Trust is providing trade ally with the incentive payments, Energy Trust is not supervising work performed by trade ally nor is Energy Trust responsible in any way for proper completion of that work or proper performance of any equipment purchased. Energy Trust is merely providing funding to assist trade ally in implementing energy savings and/or generation measures. Energy Trust does not guarantee any particular energy savings and/or generation results by its approval of this application or by any other of its actions.

Applicant Authorized Signature

By signing below, I represent to Energy Trust that (i) I am duly authorized to submit this Addendum application on behalf of the Applicant named herein; (ii) the information provided in the named Applicant's **Form 1171A Trade Ally Enrollment Application** agreement with Energy Trust continues to be true, accurate and complete; (iii) the information provided in this Addendum is true, accurate, and complete; (iv) I have read the **Form 1171A** and this Addendum in their entireties; and (v) I understand, and accept the terms and conditions contained in both the **Form 1171A** and this Addendum Application.

I further understand and accept that approval or rejection of this Addendum application is in the sole discretion of Energy Trust and that **ONLY** upon receipt of any application approval notice for the specific program identified in this Addendum will Applicant be a trade ally for this program.

Authorized Representative (printed name)	Title
Signature	Date