



Trade Ally Application/Agreement Home Performance with ENERGY STAR®

This is the application to become a **Trade Ally** in Focus on Energy's **Home Performance with ENERGY STAR** Program. This Program is part of the Focus on Energy's offering in the State of Wisconsin, which is administered by Wisconsin Energy Conservation Corporation (WECC). Please provide all requested information below, read the terms and conditions, and sign this application. Return the completed application form and appropriate insurance documentation to WECC at the address below. After a final review of your Trade Ally Application and Agreement and the completion of required trainings, WECC will provide written notice within 30 days approving your Trade Ally status. Incomplete Trade Ally Agreement – Applications will not be processed until all information is provided.

Home Performance with ENERGY STAR Trade Ally Category: Milwaukee Energy Efficiency (Me2) program – contractors installing building shell measures with Program rewards. This category is primarily insulating and air sealing contractors, but other possibilities include e.g. remodelers and roofers.

TRADE ALLY INFORMATION:			
Contact Name:		Title:	
Company Name:		Phone:	()
Address:		Fax:	()
City/State/Zip:		E-mail:	
County:		Website:	

Partnering Program Consultant(s)/Qualified Contractor(s)

Trade Allies must work with at least one active Consultant/Qualified Contractor to be eligible to participate in the Program. Program staff will verify partnering Consultants/Qualified Contractors. For a list of partnering Consultants and Qualified Contractors, please go to <http://www.focusonenergy.com>.

Consultant/Qualified Contractor Name:	

Installing Trade Ally Business Type (Check all that apply in this table only.)

<input type="checkbox"/> Air Sealing	<input type="checkbox"/> Remodeling/Home Improvement	<input type="checkbox"/> Other (please describe):
<input type="checkbox"/> Builder (Residential)	<input type="checkbox"/> Roofing	
<input type="checkbox"/> Insulation		

TERMS AND CONDITIONS FOR PARTICIPATION

1. This Agreement is valid for a term of one year from the date of the program's Trade Ally Agreement Approval Notice, unless terminated in writing by either party.
2. Focus on Energy will provide Trade Ally with informational training materials, and additional training, as required by each Focus on Energy program for which Trade Ally has been approved.
3. The Trade Ally agrees to indemnify and hold WECC, program subcontractors, the State of Wisconsin and the Statewide Energy Efficiency and Renewables Administration, Inc. (SEERA), their directors, employees, and agents harmless against all claims, liabilities, damages, losses, costs or expenses (including, but not limited to, reasonable attorney's fees) arising out of a breach by the Trade Ally of any provision to this Agreement or arising out of any act or omission of the Trade Ally, its employees, subcontractors, and other agents of the Trade Ally or its subcontractors performed under or as a result of this agreement, including, but not limited to, the failure of the Trade Ally to properly and/or timely pay any wages and/or benefits to the Trade Ally's employees.
5. The Trade Ally may present him/herself as a Trade Ally or ally of the Focus on Energy program. By signing this Agreement, a Trade Ally does not become an agent, employee, or representative of the Focus on Energy program, WECC, authorized subcontractors, the State of Wisconsin or SEERA. Trade Allies are independent agents who have no authority to enter into any contract or incur any obligations on behalf of or in the name of Focus on Energy, WECC, authorized providers, the State of Wisconsin, or SEERA.
6. The Trade Ally agrees that as a qualified participating Trade Ally the Trade Ally shall not (directly or indirectly) represent his/her/its products, offerings or work to potential customers or others as guaranteed or warranted in any way by Focus on Energy, the State of Wisconsin, SEERA or WECC.
7. Trade Ally understands that there will be inspections and verifications of Trade Ally work in accordance with policies and procedures of each of the Focus on Energy programs for which Trade Ally has been approved. Trade Allies must cooperate with these inspections and verifications, and continue to perform at an acceptable standard. Inspections will verify the project for program purposes only, and no warranty for any purpose is implied.
8. Customer Service Standards: The Trade Ally agrees to maintain written customer service standards available to customers. (A model set of acceptable standards is available by calling 888.509.3247.) Specific program guidelines outline additional benefits, terms, and conditions.
9. Trade Ally understands that Focus on Energy is not endorsing its business, or warranting or endorsing any equipment that may be sold by Trade Ally. Under no circumstances shall Focus on Energy be liable to Trade Ally for any direct or indirect losses, costs, or damages arising from or related to any representations, equipment, or installation under the program.
10. The Trade Ally or WECC may terminate this Agreement for any reason at any time. Written notice of termination must be sent to the non-terminating party by certified mail, return receipt requested. When termination is triggered by written notice, termination is effective as of the date the termination letter is received by the non-terminating party. Upon termination, Trade Ally is eligible to receive payment for eligible services provided prior to notification of the suspension or termination of the Agreement.
11. Focus on Energy and its representatives shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of Trade Ally or any other persons to hazardous materials of any kind in connection with Trade Ally's participation in any Focus on Energy program, including without limitation asbestos, asbestos products, PCBs, or other toxic substances.
12. Trade Ally must successfully complete required Focus on Energy Program training, which will cover Program information, Cash-Back Rewards, quality control, probation, and termination policies.
13. Upon approval as a Program Trade Ally, Trade Ally may be listed on Focus on Energy's Web site as a Trade Ally for specified Focus on Energy programs.
14. Upon approval as a Program Trade Ally, Trade Ally is eligible for select Program Cash-Back Rewards which Focus on Energy offers for energy efficiency measures
15. Upon approval as a Program Trade Ally, Trade Ally may be eligible for cooperative marketing funding.
16. Upon approval as a Program Trade Ally, Trade Ally may be offered training in energy efficient technologies and installation techniques at a discounted price.
17. Upon approval as a Program Trade Ally, Trade Ally will be able to access specialized Program staff for technical and procedural assistance Monday through Friday, 8 am – 5 pm and receive periodic Program updates.
18. Upon approval as a Program Trade Ally, Trade Ally must refer the required number of Home Performance with ENERGY STAR pre-assessments/pre-ratings per program year to partnering consultant(s) and/or qualified contractor(s).
19. Upon approval as a Program Trade Ally, Trade Ally shall respond to customer inquiries within three business days.
20. Upon approval as a Program Trade Ally, Trade Ally shall be an independent contractor and participation in the Program Trade Ally network is not intended to make Trade Ally an employee, agent, partner, or joint venture of WECC.

21. Upon approval as a Program Trade Ally, Trade Ally shall be subject to all Program performance standards and quality control requirements as set forth in the program guideline information provided to Trade Ally at Program Trade Ally trainings.
22. Upon approval as a Program Trade Ally, Trade Ally will indemnify, reimburse, hold harmless and defend WECC, 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.
23. Trade Ally must be appropriately licensed if required by law or regulations and maintain such licensing once approved as a Trade Ally, comply with laws applicable to them (such as workers' compensation and employment laws), and continuously maintain all appropriate licenses and certifications for the work they perform as a Trade Ally.
24. Installing Trade Ally must have, and agrees to maintain, state-required workers' compensation insurance as well as acceptable 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 include (i) an "additional insured" provision providing that WECC 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. Trade Ally must maintain adequate automobile liability insurance and, upon request, must promptly provide evidence of such coverage satisfactory to WECC in its sole discretion. Evidence of insurance for the workers compensation and commercial general liability coverage, as described above, must be submitted to WECC, in the form of a certificate of insurance, along with this application. The certificate of commercial general liability coverage must clearly identify "WECC" as an additional insured. Once approved, Trade Ally must promptly provide such certificates of insurance to WECC on an ongoing basis during the term of the agreement.
25. WECC's liability in connection with this Trade Ally Application and Agreement or the Program shall be limited to payment of earned monetary incentives. Under no circumstances shall WECC be liable to Trade Ally for any further amounts in connection with the Program under any legal theory, including any special, consequential, incidental or indirect damages.

TRADE ALLY APPROVAL:			
By my signature below, I represent and warrant that (i) I am duly authorized to submit this Trade Ally Agreement on behalf of the Trade Ally; (ii) the information provided in this Agreement and any other related documents delivered to WECC, is true, accurate and complete; (iii) I have read this Agreement in its entirety; and (iv) I understand and accept the terms and conditions contained in this Agreement.			
Signed:		Date:	
Printed Name:		Title:	
Company Name:			

Return completed form to:
WECC
c/o Focus on Energy, Single Family Homes Programs
 431 Charmany Drive
 Madison, WI 53719
 Phone: 608.249.9322 Fax: 608.442.1833
www.focusonenergy.com

Focus on Energy works with eligible Wisconsin residents and businesses to install cost effective energy efficiency and renewable energy projects. Its efforts help Wisconsin residents and businesses manage rising energy costs, promote in-state economic development, protect our environment, and control the state's growing demand for electricity and natural gas. Wisconsin Energy Conservation Corporation (WECC) administers the Focus on Energy program and as part of Focus on Energy, WECC may enter into collaborative agreements with businesses (referred to as Trade Allies) to promote energy efficiency and/or renewable energy. Trade Allies are businesses who deliver goods and/or services related to energy efficiency and/or renewable energy.