

Trade Ally Enrollment and Addendum terms and conditions

(Subject to change. Please refer to this document to check for current terms. Review term 3 immediately below under Form 1171A for notifications of changes to terms and conditions)

Trade Ally Enrollment application (Form 1171A)

1. **Application Approval Process.** Applicant approval for a particular program will be effective as of the date of an Application Approval Notice for that program and Applicant will be subject to these terms and conditions and all program-specific terms and conditions for participation. In the event of any conflict between the terms and conditions contained in a program-specific addendum and this enrollment agreement, the terms and conditions of this enrollment agreement shall control. Trade ally approval for each program will continue for a term of one year from the date of the program's Application Approval Notice, and will subsequently automatically renew each year on the anniversary of such Application Approval Notice for additional one year periods, unless otherwise suspended or terminated in accordance with these terms and conditions, or any program-specific terms and conditions. Trade ally status may not be assigned.
2. **Program Participation.** Once approved, Applicant (hereinafter referred to as "trade ally") may be listed on Energy Trust's website or identified elsewhere in Energy Trust program materials as a participating trade ally of Energy Trust. Trade ally is permitted to use Energy Trust's trade ally logo consistent with Energy Trust logo usage guidelines, provided that proposed materials are submitted to Energy Trust for advance review and approval. Such permission is not an assignment or grant of any right, title, or interest to our logo or related goodwill, and we may deny or revoke logo-use at any time in our discretion. Either trade ally or Energy Trust may suspend or discontinue Trade Ally Network participation at any time and for any reason by notifying the other party in writing of that decision. Energy Trust may terminate any logo-use authorization at any time and permission to use Energy Trust's logo automatically expires once trade ally status ends.
3. **Notifications of Changes to Terms and Conditions.** Energy Trust reserves the right to, from time to time, unilaterally change any (i) Terms and Conditions for Participation as set forth in this enrollment agreement, or (ii) any terms and conditions set forth in a program-specific addendum. Energy Trust will post the revised terms and conditions on the trade ally section of Energy Trust's website, and will also attempt to notify affected, existing trade allies of the changes via email. Energy Trust may additionally announce the changes in an *INSIDER* newsletter article. If you do not terminate your Energy Trust trade ally status (in writing) within 3 business days from the date of the email alerting you to Energy Trust's posting, then your continued participation constitutes acceptance and trade ally will be deemed to have accepted the changes and shall be bound by the revised terms and conditions.

4. **Program Information.** Energy Trust will provide trade ally with informational training materials, and additional training(s) as required by each Energy Trust program for which Applicant has been approved as a trade ally. These trade ally trainings typically cover Energy Trust's specific program offerings and processes, such as a program's forms submissions requirements. Program requirements and offerings vary and are subject to change. Trade allies are expected to be up to date and current on program requirements for those programs for which it is approved as a trade ally. If approved for participation in a specific program, trade ally will comply with the specific processes and procedures required of such program's approved trade allies. Certain programs may make one or more system-specific incentive calculator tool(s) available to assist its trade allies with estimating potential Energy Trust incentives. To qualify for use of such tool(s), trade ally will typically be required to successfully complete a mandatory program training session on proper use of the tool(s), and demonstrate responsible and accurate use of the tool(s) on an ongoing basis. Trade ally will not distribute such tool(s) and will only allow its trained employees to access and use such tool(s) for Energy Trust program purposes. Trade ally will use the most current version of the tool(s) at all times according to program requirements, and will immediately discontinue its use of any such tool(s) upon Energy Trust request or termination of trade ally status.
5. **Insurance.** 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 and, if not covered under trade ally's statutory workers' compensation, employers' liability) 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 cover the type of work Trade Ally performs and 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, trade ally's policy will be primary. 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 at the time of this enrollment and promptly upon request during the term. The certificate of commercial general liability coverage must clearly identify "Energy Trust of Oregon, Inc." as an additional insured. 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.
6. **Compliance with Laws.** Trade ally shall comply with all laws and certifies that it has and shall maintain all appropriate licenses, registrations, and certifications for the work it performs, including, but not limited to, Construction Contractors Board (CCB) requirements and Washington Contractors requirements, and shall be solely responsible for its noncompliance with said laws, licenses, registrations and certifications.

7. Professional Standards. Trade ally agrees to represent its business in an ethical, professional manner and as an independent contractor and at no time will it represent its business as an agent or representative of Energy Trust. 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.
8. No Endorsement. Trade ally understands that Energy Trust is not endorsing its business, or warranting or endorsing any equipment that may be sold or installed by trade ally.
9. Independent Contractor. Trade ally shall be an independent contractor and participation in the Trade Ally Network is not intended to make trade ally an employee, agent, partner or joint venturer of Energy Trust or of its program management or delivery contractor representatives. Trade ally will act as an independent contractor to provide services to its customers, and no employee of trade ally will be considered, for any purpose, to be an employee, agent, partner or representative of Energy Trust. Trade ally has no power or right to bind Energy Trust or act on its behalf when dealing with customers or third parties. Trade ally and Energy Trust shall not exercise any control or supervision of one another, nor be responsible for each other in the performance of any service.
10. Program Verification Reviews. Trade ally understands that Energy Trust may require verification of its trade ally work in accordance with each program's specific procedures. Trade allies must cooperate with these verifications, and continue to perform at an acceptable standard. Such reviews will verify the project for program purposes only, and no warranty for any purpose is implied.
11. Notices. Trade ally shall provide Energy Trust with immediate notification if it no longer has any license, certification, registration or insurance required to be a trade ally. In addition, trade ally must notify Energy Trust immediately of any changes to the trade ally information which trade ally submitted to Energy Trust during the application process (i.e. via this enrollment agreement or in any program-specific addendum), including but not limited to any change of address or change of ownership or business structure
12. Indemnity. Trade ally will indemnify, reimburse, hold harmless and defend Energy Trust, as well as its directors, officers and employees, program management or delivery contractors, 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 any Energy Trust program.
13. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL ENERGY TRUST 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 ANY

- PROGRAM. TRADE ALLY AGREES THAT, IN CONNECTION WITH ENERGY TRUST PROGRAMS, ENERGY TRUST AND ITS REPRESENTATIVES WILL NOT, UNDER ANY CIRCUMSTANCES OR LEGAL THEORY, BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCURRED BY TRADE ALLY. Energy Trust 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 Energy Trust program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. Energy Trust is not responsible for any tax liability imposed on the trade ally as a result of payment of any 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.
14. Access to Records. Energy Trust and its duly authorized representatives shall have access to the books, documents, papers, and records of trade ally which are directly pertinent to its participation in an Energy Trust program for the purpose of making audit, examination, excerpts, and transcripts.
 15. Confidentiality. Trade ally shall exercise the highest standard of care to safeguard and protect all confidential and sensitive information made available to trade ally for the purpose of delivering Energy Trust's program, including but not limited to program tools, customer names, addresses, or other personally identifiable, business or project information (the Confidential Information). Trade Ally shall not disclose any Confidential Information to any third party except as expressly authorized in writing by Energy Trust's General Counsel.
 16. Survival. The Indemnity, Limitation of Liability, and Confidentiality provisions and any other provisions which by their nature extend beyond the term of this agreement shall survive termination of this agreement.
 17. Severability; Governing Law. Each term and condition of this agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph shall not invalidate the remaining paragraphs or articles. The laws of the State of Oregon shall govern this agreement and venue shall be in Multnomah County, Oregon.

Home Retrofit addendum (Form 371A)

1. Trade ally may offer program participants the monetary incentives which Energy Trust offers for energy efficiency measures. While all contractors may offer the base incentives only approved trade allies are able to offer special program tracks such as instant incentives or Savings Within Reach.
2. Trade ally will be offered training in energy efficient technologies and installation techniques.
3. After submitting the minimum number of projects for incentives, trade allies will be eligible for star rating.

4. Trade ally will receive periodic program updates including information about limited time offers and bonuses that require trade ally installation. Additionally, trade ally will be able to access specialized program staff available for technical and procedural assistance Monday – Friday 8 am – 5 pm.
5. Trade ally must successfully complete required program training provided by Energy Trust which will cover incentive form submission requirements, specifications, and a review of quality control, probation and termination policies.
6. Trade ally shall properly assist program participants in applying for incentives and applicable Oregon tax credits.
7. Trade ally shall respond to customer inquiries or concerns within a maximum of three business days and offer bids on all job requests or direct them to another trade ally.
8. Trade ally shall be subject to all program performance specifications and quality assurance requirements as set forth in the program guideline information provided to trade ally at program trade ally trainings.

EPS New Construction – Builder addendum (Form 671A)

Terms and Conditions for Participation:

1. Trade ally will be eligible to receive applicable EPS New Construction program incentives which Energy Trust offers for energy efficiency measures (see terms and conditions for incentive payments below).
2. Trade ally will be offered training in energy-efficient technologies and installation techniques.
3. Trade ally will receive periodic program updates. Additionally, trade ally will be able to access specialized program staff available for technical and procedural assistance.
4. Trade ally shall respond to customer inquiries within three business days. Trade Ally agrees to establish and maintain a professional relationship with builders, subcontractors, customers and program partners and personnel.
5. 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. Program performance specifications are subject to change.

Terms and Conditions for Incentive Payments

1. **APPLICATION:** Applicant must work with an Energy Trust approved Trade Ally Verifier (verifier) to conduct preliminary modeling of plan sets. Applicant recognizes that Trade Ally Verifier may be installing features within the home that they are also responsible for third-party verifying. The verifier will submit required project documentation to Energy Trust using Axis..

- 2. FUNDING:** Upon notification of receipt of complete information by the Program, Applicant will have 120 days to begin construction and call for a first inspection by the verifier. Funds for all projects are subject to availability of funding and are subject to change. The final incentive amount paid to the Applicant may be different from the total expected incentive during preliminary project modeling, depending on the actual measures installed, the final results of performance testing, and/or incentives remaining.

Applicants 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 2) total incentives paid within a given zip code or joining zip code. Projects must meet energy efficient cost savings targets and be an equitable distribution of Energy Trust of Oregon customer funds. Applicant understands and agrees to notify Energy Trust of planned or potential large projects to reserve funding.
- 3. ELIGIBILITY:** To be eligible for this Energy Trust incentive, electrically heated homes must be sited within either Portland General Electric or Pacific Power Oregon service territory. Homes that are heated with natural gas must be sited within NW Natural, Cascade Natural Gas, or Avista Oregon service territory. In the event that a house's main heating source is fueled by a utility not participating in Energy Trust program, a reduced incentive may be paid for the savings of that home.
- 4. VERIFICATION::** For all homes applying for EPS™, a first inspection must be completed before drywall (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 Applicant'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.
- 5. QUALITY ASSURANCE:** Should an Applicant's site be chosen for a post-construction quality assurance review, satisfactory completion of that review must occur before incentive payment. No warranty is implied by reason of participation in this program or by reason of any review by the EPS New Construction Program.
- 6. PAYMENT:** The Incentives will be paid upon (i) verifier submission into Axis with REM/Rate™ modeling file and all supporting documentation; (ii) verification of compliance with EPS New Construction Program; and (iii) verification that all trade ally paperwork has been submitted, including appropriate, up to date proof of insurance. If home is applying for certification(s) and is seeking an EPSTM then home must meet all specifications for that certification and have it certified through the appropriate certifying agency. Expected incentives are based on a preliminary model of the home. The final incentive is based on the actual measures installed, confirmed at final inspection by the verifier. Please allow up to 60 days for receipt of payment of the final incentive after verification, inspection and verifier project submission is complete. Applicants must not receive Energy Trust funded incentives, payments or reduced pricing on equipment through distributors or retailers on

equipment intended to be and/or is installed in an EPS home. Energy Trust reserves the right to reduce an Applicant's incentive or request incentive be refunded should Applicant receive multiple incentives for the same equipment.

- 7. INFORMATION RELEASE:** The Applicant understands and agrees that Energy Trust and/or its representatives may include a description of this project, including the Applicant's name, the Applicant's company name, services provided, project cost and energy savings and/or generation, in reports, studies, and other documentation required by the Energy Trust Board of Directors, the Oregon Public Utility Commission, Oregon Department of Energy and the Oregon Legislature. Energy Trust will treat all other information gathered in evaluations as confidential and report it only in the aggregate. Customer agrees that Energy Trust may include Customer's name, Energy Trust services and resulting energy-savings in reports or other documentation submitted to Energy Trust, its Board of Directors, the Oregon Legislature, the Oregon Public Utility Commission, Oregon Department of Energy, and/or Oregon Housing & Community Services. Customer further agrees that Energy Trust may release Customer's EPS publicly.. Energy Trust will treat all other information gathered in as confidential and report it only in the aggregate.
- 8. TAX LIABILITY:** Energy Trust is not responsible for any tax liability imposed on the Applicant 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:** Applicant 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. PROPERTY RIGHTS:** Applicant represents that Applicant 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.
- 11. ACCESS AND EVALUATION:** Energy Trust and/or its representatives may request access to the property and may review and evaluate the project during and after completion. Applicant hereby agrees to provide reasonable access to the property for the purposes described herein.
- 12. DISCLAIMER / NO LIABILITY:** Applicant understands that, while Energy Trust is providing Applicant with the incentive payment, Energy Trust is not supervising work performed for Applicant nor is Energy Trust responsible in any way for proper completion of that work or proper performance of any equipment purchased. Energy Trust is simply providing funding to assist Applicant 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 the Application or by any other of its actions.
- 13. SURVIVAL OF TERMS AND CONDITIONS:** Unless stated otherwise in this document, regardless of whether or not this application is approved, these terms and

conditions shall govern and survive the payments of any incentive payments provided hereunder.

EPS New Construction – Verifier addendum (Form 671V)

Terms and Conditions for Participation:

1. Trade ally will be given regular New Homes program updates and access to training in energy efficient technologies, installation techniques, technical and procedural assistance, plus discounts on diagnostic equipment.
2. Trade ally will be eligible to receive applicable program incentives which Energy Trust offers for energy efficiency measures. Incentives may be held at program discretion if verifier fails to comply with set terms, Program specifications or requirements.
3. Trade ally agrees to submit completed project files to the program via Axis within 90 days following final verification.
4. Trade ally is required to follow all program performance specifications and quality control requirements.
5. Trade allies that provide energy modeling services must adhere to modeling standards set forth in the Modeling Reference Guide and maintain active status as an approved program modeler.
6. Trade allies that conduct verification follow appropriate protocols, standards and report actual performance testing Trade allies maintain active status as an approved program verifier.
7. Trade ally acknowledges that 5 percent of their verification work is subject to on-site quality assurance verifications and will coordinate with program staff and builders to schedule site visits. Failure to cooperate with quality assurance verifications may result in suspension from trade ally network.
8. Trade ally must attend New Homes all hands verifier training at least once per year to be an approved verifier.
9. Trade ally agrees to establish and maintain a professional relationship with builders, subcontractors, customers and Program partners and personnel. Trade ally is required to provide program information, modeling and verification services to builders.
10. Energy Trust or its agent will, in Energy Trust's sole discretion, verify that trade ally completed performance testing upon final certification of the home tested.
11. Trade ally understands and agrees that Energy Trust and/or its representatives may include a description of this application, including the trade ally's name, trade ally's company name, services provided, project cost or energy savings, in reports, studies, and other documentation required by Energy Trust, its Board of Directors, the Oregon Public Utility Commission, Oregon Department of Energy, Oregon Housing & Community Services, and the Oregon Legislature. Trade ally further agrees that Energy Trust may release Customer's EPS publicly. Energy Trust will treat all other information gathered in evaluations as confidential and report it only in the aggregate.

12. Trade ally represents that trade ally has the right to perform the energy savings testing on the property on which such testing is performed and that any necessary property owner consent has been obtained.
13. Trade Ally must not receive Energy Trust funded incentives, payments or reduced pricing on equipment through distributors or retailers on equipment intended to be and/or is 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.

EPS New Construction – Subcontractor addendum (Form 671H)

Terms and Conditions for Participation:

1. Trade ally will be eligible to receive applicable New Homes program incentives which Energy Trust offers for energy efficiency measures.
2. Trade ally will be offered training in energy efficient technologies, installation techniques, and discounts on diagnostic equipment.
3. Trade ally will receive periodic program updates. Additionally, trade ally will be able to access specialized program staff available for technical and procedural assistance.
4. Trade ally shall respond to customer inquiries within three (3) business days. Trade ally agrees to establish and maintain a professional relationship with builders, subcontractors, customers and program partners and personnel.
5. Trade ally shall be subject to all program performance specifications and quality control requirements as set forth in the program guideline information provided to trade ally at program trade ally trainings.

Solar Electric addendum (Form 271E)

1. Trade ally must comply with, and will be entitled to offer Energy Trust incentives for solar electric projects in accordance with the Solar Electric program requirements, including but not limited to the Program Guide for Solar Electric Trade Allies and the Solar Electric Installation Requirements.
2. For the amount of any incentive payment due or alleged to be due to trade ally from Energy Trust, 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).

Exiting Multifamily addendum (Form 371MF)

1. To remain a participating Existing Multifamily trade ally, trade ally must enroll at least one qualifying energy efficiency project with the program, in accordance with program

requirements, within 12 months of the date that trade ally status is approved by the program and each subsequent year.

Existing Buildings addendum (Form 171B)

1. To remain a participating Existing Buildings trade ally, trade ally must enroll at least one qualifying energy efficiency project with the program, in accordance with program requirements, within 12 months of the date that trade ally status is approved by the program and each subsequent year.

New Buildings addendum (Form 571A)

1. Trade ally will appoint an “Energy Ambassador” at trade ally’s company to serve as the primary point of contact with the New Buildings program management contractor.
2. Trade ally must provide proof of attendance at a minimum of 2 qualifying events or activities hosted by the program per year to remain a program trade ally. Qualifying program events or activities may include round tables, panel presentations, trainings and/or focus groups.

Commercial and Industrial Lighting addendum (Form 171L)

1. Trade ally must provide proof of attendance at a minimum of one qualifying Energy Trust-sponsored Commercial & Industrial Lighting training event per year to maintain its trade ally status. If you have a question about whether an event will qualify for the purpose of this requirement, please contact us.
2. Trade ally acknowledges and agrees that (i) if it is a contractor undertaking lighting measure installations in connection with Energy Trust’s program, trade ally shall maintain an active Oregon electrical license; and (ii) an Oregon CCB commercial endorsement is required and must be maintained by trade ally for projects that perform work on “large commercial structures” as defined under Oregon statute and Oregon CCB rules.

Production Efficiency addendum (Form 471A)

1. Trade ally must successfully complete a mandatory training on Energy Trust’s Production Efficiency – Standard Track program requirements.