

# Trade Ally Network Application and Agreement

Black Hills Energy's Trade Ally Network provides services to help residential customers in the Colorado electric service territory improve the energy efficiency of their homes. Only contractors who have signed and submitted this Application and Agreement are eligible to be listed as an officially authorized Black Hills Energy Trade Ally.<sup>1</sup>

## Trade Ally Network Benefits

The Black Hills Energy's Trade Ally Network provides the following benefits to participating Contractors:

- Being listed on Black Hills Energy's website as an authorized Black Hills Energy Trade Ally.
- Increased demand for service resulting from Black Hills Energy's marketing and outreach campaign.
- Marketing and communication materials to help promote the benefits of energy efficiency and Black Hills Energy incentives.
- Equipment based contractor incentives<sup>2</sup>

## Participation Requirements

**Insurance:** Contractor shall maintain and provide proof of the following minimum insurance coverage:

- General Liability Insurance: \$600,000
- Professional Liability Insurance: \$600,000
- Worker's Compensation: Statutory

**License:** Contractor shall maintain and provide proof of the following minimum licenses:

- Business license (W-9 Form)
- Contractor license per county/city

**Certification:** Contractors to provide proof of the following certifications if applicable.

Colorado Electric Programs	Certification
Residential Prescriptive: High Efficiency Cooling	NATE Air Conditioning
Residential Prescriptive: Insulation	BPI Building Analyst/Envelope

<sup>1</sup> However, any certified contractor/vendor may submit incentive payment applications on behalf of customers.

<sup>2</sup> Also referred to as dealer or contractor "spiffs".

## Enrollment Instructions

Step 1: Complete Application and Agreement

Step 2: Submit completed application and agreement, W-9, Certificate of Insurance, copies of license and training certificates (where applicable) via:

Email: deb.mathis@blackhillscorp.com (Subject line: Trade Ally Application)

Mail: 105 S. Victoria Avenue, Pueblo, CO 81003

Company Information			
Company Name:			
Address:			
City:		State:	ZIP:
Contact Name:			
Phone:		Fax:	
Email Address:			
Website:			
Mailing and Rebate Information			
Mailing Address:			
City:		State:	ZIP:
Company Tax ID or SSN:			
Please identify products and/or services provided by the company.			
Air Conditioning	Lighting	Infiltration	Other:
Air Infiltration	Home Energy Evaluation	Insulation	
Duct Sealing	Heating	Water Heating	
Staff, Training, and Certifications			
Staff Member Name	Training	Certification	Date completed

## Service Territory

The map below represents the electric service territory of Black Hills Energy in Colorado.



## Black Hills Energy – Colorado Electric

- Avondale
- Blende
- Boone
- Brookside
- Cañon City
- Cheraw
- Coal Creek
- Cripple Creek
- Crowley
- Florence
- Fowler
- Fremont
- Goldfield
- La Junta
- Lake DeWeese
- Lincoln Park
- Manzanola
- Olney Springs
- Ordway
- Penrose
- Prospect
- Pueblo
- Rockvale
- Rocky Ford
- Silver Cliff
- Sugar City
- Swink
- Victor
- Vineland
- Walsenburg
- Westcliffe
- Williamsburg

## Terms and Conditions

This Residential Contractor Agreement is made and entered into by and between Black Hills Energy and the Company Owner/ Representative. As a Company Owner/Representative participating in one or more of the programs listed in the table on page 1, company contractors, owners, managers, employees, subcontractors, and agents, hereby agree to the following:

1. Company Owner/Representative agrees to any and all of the roles, responsibilities, requirements, terms, and conditions of the Program(s) established by Black Hills Energy.
2. Company Owner/Representative acknowledges that it is an independent company, and is voluntarily participating in Program(s) to deliver the client requested services. As such, contractors shall not represent themselves or otherwise be deemed a partner, agent, or employee of Black Hills Energy for any purpose. Company Owner/Representative will pay all of its administrative, overhead, and other costs, including withholding taxes, Social Security, unemployment, disability, health, workers' compensation, or other insurance coverage.
3. Company Owner/Representative shall not misrepresent any information concerning Black Hills Energy residential programs, purposes, polices, incentives, procedures, or their role in the Program(s) or relationship with Black Hills Energy.
4. Company Owner/Representative acknowledges and agrees that incentive payments will be paid by Black Hills Energy only if: 1) Customer(s) and installed measure(s) meet the program eligibility requirements as determined by Black Hills Energy or its designee; 2) Energy-efficiency measures are installed in sites that receive delivery of electricity by Black Hills Energy as evidenced by a Black Hills Energy account number; 3) Customers do not receive additional incentive payments for the same energy-efficiency measures previously installed for which incentive payments were made by Black Hills Energy. Company Owner/Representative understands that Black Hills Energy may withhold incentive payments committed to the customer and Company Owner/Representative if the project is proven not to receive electricity by Black Hills Energy or if measure or customer is deemed, in the sole judgment of Black Hills Energy to be inadequate or otherwise ineligible.
5. Company Owner/Representative shall not use Black Hills Energy logos, service marks, trademarks or of its affiliates without written approval by Black Hills Energy.
6. Company Owner/Representative understands that its participation in Black Hills Energy's Programs does not constitute an endorsement of Company Owner/Representative of any kind by Black Hills Energy. Company Owner/Representative shall not state or imply any such endorsement of its products or services by Black Hills Energy, either directly or indirectly, or in written or verbal form.
7. Company Owner/Representative shall not mislead any Customer(s) about the availability of Black Hills Energy's Program incentives nor misrepresent the Company Owner/Representative's role in the incentive award process. Only Black Hills Energy can approve Program incentives for a customer.
8. Company Owner/Representative must comply with all federal, state, or local laws, regulations, or code requirements, and must possess the required installation, diagnostic, or other necessary equipment needed to participate in Black Hills Energy's Program(s).
9. Company Owner/Representative<sup>3</sup> shall retain all necessary licensures, certification, training, and other requirements as deemed necessary by state law and local ordinance, and all relevant documentation pertaining to the installation of energy-efficiency measures, and will provide immediate access to such documentation to Black Hills Energy upon request. This includes, but is not limited to, appropriate liability insurance, permits, licensure, certification information, installed equipment model and serial numbers, etc.
10. Company Owner/Representative agrees to allow random inspections, by Black Hills Energy or its designee, of work that has been performed. Company Owner/Representative, upon request from Black Hills Energy, and at no additional cost to the customer, shall make repairs or corrections to work that the Company Owner/Representative has performed for a Customer to bring such work up to Black Hills Energy's Program standards.

11. Company Owner/Representative<sup>4</sup> represent and warrant that: 1) the services performed for customer(s) through the Black Hills Energy Program(s) shall be performed in a skilled and professional manner; 2) the services shall comply in all material respects with the specification and other requirements set forth in each applicable contract with customer(s) and in strict accordance with this Agreement and the respective Program(s); and 3) Company Owner/Representative's performance of the services shall not violate any applicable law, rule, or regulation.
12. Any information obtained from a review, inspection, or acceptance by Black Hills Energy of the Company Owner/Representative's installation, operation, or maintenance of any energy-efficiency measures is solely the information of Black Hills Energy. In performing any such inspection or review of Company Owner/Representative's energy-efficiency measure, or in accepting an energy-efficiency measures, Black Hills Energy makes no representation or warranty whatsoever, whether express or implied, including without limitation warranty of merchantability and fitness for a particular purpose, as to the economic or technical feasibility, capacity, safety, or reliability of the energy-efficiency measure installed by the Company Owner/Representative.
13. In the course of participation in Program(s), Company Owner/Representative may have access to confidential information of Black Hills Energy or its Customers Company Owner/Representative agrees to 1) limit use of the confidential information solely for the purposes of participating in Black Hills Energy's Programs(s); 2) not disclose the confidential information to any third party; and 3) shall protect the confidential information from unauthorized use and disclosure to the same extent that it protects its own confidential information of a similar nature. Company Owner/Representative agrees that each of its agents, subcontractors, and employees working to provide the services to the customer shall safeguard confidential information of any customer, and of Black Hills Energy.
14. Black Hills Energy has the sole right and authority to determine acceptance of Company Owner/Representative's Trade Ally Network Application and resulting right of participation in the Program(s).
15. Company Owner/Representative understands that Black Hills Energy reserves the right to unilaterally terminate or to unilaterally modify this Agreement or Company Owner/Representative's ability to participate in Black Hills Energy's Program(s) at any time if, in the judgment of Black Hills Energy (i) that Company Owner/Representative is not in compliance with Black Hills Energy's Program requirements, (ii) Company Owner/Representative violates any law, rule, regulation, or code, or (iii) Company Owner/Representative materially breaches any provision of this Agreement. In the event of termination of this Agreement, Black Hills Energy will notify Company Owner/Representative of such termination in writing. Thereafter, Company Owner/Representative will be allowed 30 days from the date of the termination to submit any remaining documentation for qualifying energy-efficiency measures that have been previously installed for customers by the Company Owner/Representative. Company Owner/Representative will not assign any of the rights or responsibilities arising from this Agreement to any individual or entity without first having obtained the written approval of Black Hills Energy. Company Owner/Representative agrees that such early termination as described above may be made by Black Hills Energy without further recourse by or request for damages from Company Owner/Representative.
16. In no event shall Black Hills Energy be liable to Company Owner/Representative, its employees, agents, or subcontractors for damages whatsoever arising out of the Program(s), services, or related to this Agreement, even if advised of the possibility of such damages.
17. Company Owner/Representative acknowledges that they have read this Agreement, understands it, and agrees to be bound by its terms. No modification or waiver of any provision shall be binding unless it is contained in writing sign by both Parties.

Company Owner/ Representative \_\_\_\_\_ Date \_\_\_\_\_

Black Hills Energy \_\_\_\_\_ Date \_\_\_\_\_

<sup>3</sup>Company Owner/Representative must also require this obligation for any of its employees, agents, and subcontractors.

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