## Commercial and Industrial / Multi-Family Energy Efficiency Programs Trade Ally Application



Applicant Information												
Company Name												
Contact				Title		Email						
Mailing Address	City		У	State	ZIP							
Office	Cell		Fax									
Website												
Years in Business		Years under current ownership		Number of NY employees								
Minority-Owned Business	Woman-Owned Business			Veteran-Owned Business								
Federal Tax ID	Corporation	Partnership	rtnership		tor	Exempt (Tax exempt/non-profit)						
How did you hear about the Program?												
Company Contacts												
Name	Email Addre	ess		Phone		Position						
Company Business Type												
Agricultural	Architect			Consultant								
☐ Data Center Services	☐ Electrical Contractor			Engineering								
	Financial Services Manufacturer					Mechanical Contractor						
Retailer Other (please sp			pecify)			i-Family Property						
Company Services Offer	ed (check all that ap	ply)										
☐ Boilers ☐ Building Design						Chillers						
☐ Commissioning ☐ Compressed			Syst	tems	Controls & EMS							
Energy Analysis		Foodservice Equipment			HVAC							
Insulation	IT Optimization			Lighting								
☐ Motors ☐ Process Upgrades	☐ Plumbing ☐ Refrigeration			☐ Power Management Strategies ☐ VFDs								
☐ Virtualization		Other (please sp	ecif	·v)	☐ VFD	•						
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	Service Area by County (check all that apply)													
	All Counties	ngo [ ton [ rie [	Broome Clinton Essex Madison Orleans Schuyler Ulster	Col	ctaraugus lumbia eene onroe sego neca ashington	Cayuga Cortland Hamilton Niagara Putnam Steuben Wayne	Chautauqua Delaware Herkimer Onondaga Rensselaer Sullivan Westcheste							
Cust	Customer References													
1	Company Contact Phone Email				cribe Project									
2	Contact Phone Email				Describe Project									
3	Company Contact Phone Email			Desc	cribe Project									
Insu	Insurance Information													
Comp	oany													
Mailing Address				City			ZIP							
Conta	act Name		Phone		Type of Co	verage	Amount of	Coverage						
	act Name		Phone		Type of Cov	verage		Coverage						
Licer				your cc				Coverage						
<b>Licer</b> Pleas	nses and Certifications	s and cert		your cc	ompany		\$	Coverage						
Agre By sul the st belief guide verify	nses and Certifications	he applicar ation for in olicant affirs s herein sta	ifications held by  Int and person signiclusion to the Trad Ims that no person Interest applicant Interest applicant und	ng on bee e Ally No named i underst derstand	bmpany Issuing Auth half of any ap etwork have b n this applicat ands that by s is that this appli	plicant subscribes and een examined and to tion is subject to disquigning this application plication for inclusion	Date  Date  d affirms, under p the best of his/h ualification under	penalties of law that er knowledge and the terms and ny other inquiry to						
Agre By sul the st belief guide verify guara	ement and Signature bmission of this application, to attements made in this application, to attement and correct. The application of New York State unless or confirm the information greater than the son confirm the information of the same of the	he applicar ation for in olicant affir s herein sta	ifications held by  Int and person signiclusion to the Trad Ims that no person Interest applicant Interest applicant und	ng on bee e Ally No named i underst derstand	bmpany Issuing Auth half of any ap etwork have b n this applicat ands that by s is that this appli	plicant subscribes and een examined and to tion is subject to disquigning this application plication for inclusion	Date  Date  d affirms, under p the best of his/h ualification under	penalties of law that er knowledge and the terms and ny other inquiry to						

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## Commercial and Industrial / Multi-Family Energy Efficiency Programs Trade Ally Application



## **Terms and Conditions**

- Applicant approval will be effective as of the date of an Application
   Approval email from the Program and Applicant will be subject to
   these terms and conditions and all program-specific terms and
   conditions for participation. Trade ally approval will be effective for a
   term of one year from the date of the Application Approval email but
   shall in no event terminate later than December 31, 2016, and will
   automatically renew each year on the anniversary of such Application
   Approval email for an additional one year period, unless otherwise
   suspended or terminated in accordance with these terms and
   conditions, or any program-specific terms and conditions.
- Once approved as an NYSEG and RG&E Trade Ally, Applicant may be listed on NYSEG and RG&E websites (nyseg.com or rge.com), as a participating trade ally.
- 3. All Trade allies must submit and complete, in accordance with NYSEG and RG&E requirements, a minimum of one (1) qualifying energy efficiency project with the C&I Rebate Program or Multi-Family Energy Efficiency Program each program calendar year. After the trade ally has completed a successful project, the trade ally company will be listed on the NYSEG and/or RG&E websites (nyseg.com and/or rge.com) as a participating trade ally company in the network.
- 4. Trade ally status may be terminated without penalty by trade ally or by Program Representative for any reason, at any time. Written notice of termination must be sent by the terminating party to the nonterminating party by mail, fax or email. When termination is initiated by written notice, termination will be effective as of the date the termination letter is received by the non-terminating party.
- NYSEG and RG&E will provide Applicant with informational training materials and additional training as required by each NYSEG and RG&E program for which Applicant has been approved.
- Applicant must comply with all laws and maintain all appropriate licenses, registrations and certifications for the work it is performing.
- 7. Applicant will indemnify, reimburse, hold harmless and defend NYSEG and RG&E, as well as its directors, officers and employees, agents and other consultants from any claims, liabilities, damages, costs and expenses 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 Applicant, its employees, agents or subcontractors of any tier or any other entity or person for whom Applicant is liable, in the performance or nonperformance of services as a NYSEG and RG&E Trade Ally.
- 8. Applicant understands that there will be inspections and verifications of trade ally work in accordance with policies and procedures of each of the NYSEG and RG&E programs. Applicant 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 expressed or implied. If Applicant does not perform at an acceptable standard and, as a result, has its participation as a trade ally terminated, Applicant will no longer be entitled to any trade ally benefits.

- 9. Once approved as a NYSEG and RG&E Trade Ally, Applicant is authorized to use the NYSEG and RG&E trade ally logo consistent with NYSEG and RG&E logo usage guidelines, provided that Applicant submits the proposed materials for review and written approval by NYSEG and RG&E 15 days prior to such use. Trade Ally shall immediately cease using all Program related logos upon termination of this Agreement.
- 10. Applicant 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 NYSEG and RG&E. Applicant will act as an independent contractor to provide services to its customers, and no employee of Applicant will be considered, for any purpose, to be an employee, agent, partner or representative of NYSEG and RG&E. Any contracts between Applicant and its customers or any third parties shall clearly and conspicuously express that no agency relationship exists between NYSEG and RG&E and the Applicant. Applicant has no power or right to bind NYSEG and RG&E or act on its behalf when dealing with customers or third parties. Applicant and NYSEG and RG&E shall not exercise any control or supervision of one another, nor be responsible for each other in the performance of any service.
- 11. Applicant understands that NYSEG and RG&E is not endorsing its business, or warranting or endorsing any equipment that may be sold by Applicant. Under no circumstances shall NYSEG and RG&E be liable to Applicant for any direct, indirect, special, consequential or incidental losses, costs or damages arising from or related to any representations, equipment or installation under the program.
- 12. Trade ally status may not be assigned. Applicant may discontinue participating as a trade ally by notifying NYSEG and RG&E in writing of that decision. NYSEG and RG&E may suspend and or end Applicant's participation at any time, in its sole discretion, by notifying Applicant in writing of that decision or in accordance with the program requirements for any program for which Applicant has been approved as a trade ally. NYSEG and RG&E reserve the right to terminate or modify the NYSEG and RG&E Commercial and Industrial Rebate Program or Multi-Family Energy Efficiency Program at any time and without prior notice to Applicant.
- 13. NYSEG and RG&E 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 Applicant's participation in any NYSEG and RG&E program, including and without limitation asbestos, asbestos products, PCBs or other toxic substances.
- 14. 14. Applicant understands that this agreement in no way changes any existing or future relationships with NYSEG or RG&E including but not limited to NYSEG and RG&E's role as electricity and / or natural gas utility as outlined in PSC No. 119, PSC No. 120, PSC No. 121, PSC No. 16, PSC No. 18, PSC No. 19 and any other governing regulatory documents.

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