

Introduction

This Addendum Application allows you become a builder trade ally in Energy Trust of Oregon's New Homes program (the Program) and outlines the terms and conditions associated with receiving Program incentives. The Program is administered by Portland Energy Conservation, Inc. (PMC) for Energy Trust. Please provide all requested information below, read the terms and conditions, and sign and date this application. Return the completed application form and appropriate insurance documentation to Energy Trust at the address below. After a final review of your Addendum Application, Energy Trust will provide written notice of your trade ally status. A request for additional information may be needed to complete your Addendum Application if it is not completed entirely.

Applicant Information

Company Name
Contact Name
Email Address(es) <small>(All program information and updates are sent electronically. Please provide at least one email address to which we can send official communications.)</small>
Who is your Builder Outreach Specialist (BOS) if known?

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

<input type="checkbox"/> Builder <input type="checkbox"/> Developer <input type="checkbox"/> Owner-builder
<input type="checkbox"/> Single Family Construction (mark all that apply) <input type="checkbox"/> Custom <input type="checkbox"/> Spec <input type="checkbox"/> Development <input type="checkbox"/> Other
Average # of homes built per calendar year

Washington Contractor's License Number (if applicable to doing work in Washington)

License #	Exp. Date (m/d/yr)
	/ /

Level of energy efficiency builder is striving to achieve (check all that apply)

<input type="checkbox"/> Above code or to be determined	<input type="checkbox"/> Oregon High Performance Homes	<input type="checkbox"/> Passive House
<input type="checkbox"/> ENERGY STAR®	<input type="checkbox"/> LEED® for Homes	<input type="checkbox"/> Net-Zero House
<input type="checkbox"/> Earth Advantage	<input type="checkbox"/> Federal Tax Credit	<input type="checkbox"/> Other

Terms and Conditions for Program Participation

1. All terms and conditions set forth in the **Form 1171A: Trade Ally Initial Application** are part of this Addendum Application and hereby incorporated by reference.
2. Once approved, Applicant will be eligible to receive applicable Program incentives which Energy Trust offers for energy efficiency measures (see terms and conditions for incentive payments below).
3. Once approved, Applicant will be offered training in energy efficient technologies and installation techniques.
4. Once approved, Applicant may be eligible for cooperative marketing and model home funding in accordance with Program requirements but may not receive incentives from multiple programs for the same marketing piece.
5. Once approved, Applicant will receive periodic program updates including information about limited time offers. Additionally, Applicant will be able to access specialized Program staff available for technical and procedural assistance.
6. Once approved, Applicant must complete not less than **one (1)** project qualifying for Energy Trust incentives annually to remain active within the Trade Ally Network and be listed on Energy Trust's website.

7. Applicant 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. Applicant's commercial general liability policy 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, Applicant's policy will be primary.
8. Evidence of insurance for the workers' compensation and commercial general liability coverage, as described above, must be submitted to Energy Trust, in the form of a certificate of insurance, along with this application. The certificate of commercial general liability coverage must clearly identify "Energy Trust of Oregon, Inc." as an additional insured. Once approved, Applicant must promptly provide current certificates of insurance to Energy Trust on an ongoing basis during the term of the agreement.
9. Applicant must maintain adequate automobile liability insurance and, upon request, must promptly provide evidence of such coverage satisfactory to Energy Trust in its sole discretion.
10. Applicant must be licensed by the Construction Contractors Board (CCB) and/or Washington State if required by law or regulations and maintain such CCB 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.
11. Once approved, Applicant will indemnify, reimburse, hold harmless and defend Energy Trust and PMC, 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 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 part of the Program.
12. Once approved, Applicant shall respond to customer inquiries within three (3) business days and offer bids on all job requests. Applicant agrees to establish and maintain a professional relationship with builders, subcontractors, customers and Program partners and personnel.
13. Once approved, Applicant 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.
14. Once approved, Applicant 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 venture of either Energy Trust or PMC.

Terms and Conditions for Incentive Payments

15. **APPLICATION:** Applicant must work with an Energy Trust approved Trade Ally Verifier (verifier) to conduct preliminary modeling of plan sets. The verifier will submit the plan sets, modeling file, calculator and take-offs to the Program. The Program then notifies Applicant of receipt of completed information, confirm the amount of expected incentives being held, and provide a reservation date.
16. **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. Expected incentives will be held for this time period, and can be extended in 60 day increments for extenuating circumstances that are communicated to the program (via Builder Outreach Specialist or verifier) before the reservation date has passed. Incentives will not be guaranteed for projects that have passed the reservation date. 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 reserved during preliminary project modeling, depending on the actual measures installed, the final results of performance testing, and/or incentives remaining.
17. **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 or Cascade Natural Gas 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 will be paid for the savings of that home.
18. **VERIFICATION AND INSPECTION:** A verifier will visit the home at least once during construction to ensure that the installed energy-saving measures are compliant with the New Homes Program. Energy Trust Solar Water Heating and/or Solar Electric System Requirements must also be met, as applicable. For all homes applying for ENERGY STAR certification or higher, a first inspection must be completed before drywall (insulation must be visible). It is the builder'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. Second inspection will occur once all Program Requirements have been completed and installed. All NFRC window labels must be present or accessible at time of one of the inspections.

19. **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 New Homes Program.
20. **PAYMENT:** The Incentives will be paid upon (i) submission of the completed **Form 640S: Completion Certification**, final REM/Rate modeling file, calculator and takeoffs with all required documentation attached; (ii) verification of compliance with New Homes 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 Energy Performance Score 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 and inspection.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.

Authorized Signature

By signing this application, I represent that (i) I am duly authorized to submit this Addendum Application on behalf of the Applicant; (ii) the information provided in the **Form 1171A Trade Ally Initial Application** (the Initial Application) continues to be true, accurate and complete; (iii) the information provided in this Addendum Application is true, accurate, and complete; (iv) I have read this Addendum Application in its entirety; (v) I understand, and accept the terms and conditions contained in the Initial Application and this Addendum Application; and (vi) I understand and accept that all such terms and conditions continue to apply and control upon my approval as a Trade Ally. 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 will Applicant be a Trade Ally of Energy Trust.

NOTE: Trade and/or customer references may be requested

Signature	Authorized Representative <i>(printed name)</i>	Date
-----------	--	------