



Participating Energy Advisor Agreement

Efficiency Maine Home Energy Savings Program

In order to be listed on the Efficiency Maine website and associated Efficiency Maine Home Energy Savings Program materials as a Participating Energy Advisor, this form must be completed, signed and submitted with the required documentation regarding certification, licensure and insurance.

Section 1: Advisor Information

(Business Name) _____
(Phone)

(Street Address) _____
(Fax)

(City) _____
(State) _____
(Zip)

(Primary Contact Name) _____
(Primary Contact Phone) _____
(Primary Contact Email)

(Website Address)

Section 2: Advisor Business Details

Business Services Offered: Energy Audits Air Sealing Insulation HVAC Windows
 General Contracting Solar Other: _____

Has a financial institution approved you and/or any other members of your organization to offer financing as an option to your customers? Yes No

Required Documents (must be included with this Agreement)

Participating Energy Advisors must provide evidence that they have the following required certifications, licenses, and insurance as required by the Terms and Conditions (Section 3 of this application):

- Copy(ies) of Building Performance Institute (BPI) certification(s)- at least one employee in the organization must be BPI-certified.
- Copies of State of Maine Limited Energy Auditor Technician license(s) from the Oil and Solid Fuel Board and/or from the Propane and Natural Gas Board
- Insurance Certificate that lists Efficiency Maine as a Certificate Holder:
 - General Commercial or Professional Liability with minimum of \$500,000 coverage.
 - Workers Compensation with statutory limits and employer's liability of not less than \$500,000
 - Notes: A Sole Proprietor without employees is not required to have Workers Compensation coverage. Similarly, a Limited Liability Corporation without employees is not required to have Workers Compensation coverage for the Owners.
 - (← check box and sign if applicable) I am a Sole Proprietor without employees and/or am an owner of a Limited Liability Corporation without employees and do not have Workers Compensation insurance. I understand that this fact may be noted on the Participating Energy Advisors list to inform the homeowners. _____

(Signature – if applicable)





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Efficiency Maine Home Energy Savings Program

Section 3: Terms and Conditions

As an Efficiency Maine Home Energy Savings Program Participating Energy Advisor I agree to the following terms and conditions:

- General** – Advisors shall abide by the Efficiency Maine Terms and Conditions; abide by all Local, State and Federal guidelines, applicable laws, building codes, regulations and licensing requirements; and perform work in accordance to Program's material and installation standards.
- Procedures** – Advisors shall follow Program procedures of: a) verifying eligibility of the customer's building where the work will be performed; b) using building diagnostic equipment (e.g. blower door) when technically feasible to both test-in and test-out of all projects; c) assisting the customer to apply for and reserve funds from Program; d) performing work according to Program requirements; e) submitting the the appropriate paperwork for program participation; f) having a BPI certified professional take responsibility for all home energy savings work performed; g) making sure that all jobs that include insulation, air sealing, or duct sealing subjected to blower door and combustion safety testing prior to and following the work; h) stopping work in cases where the pre-test indicates existing or possible problems without a remediation plan in place, the costs of which are disclosed to the customer; i) remediating all health and safety issues when a failed combustion safety test follows the work; j) holding and maintaining a valid State of Maine license to perform combustion safety tests.
- Listing** – Advisors agree to allow their company's name to appear on the Program Energy Advisor list on the Efficiency Maine website and on other marketing material. The use of the Efficiency Maine or Efficiency Maine name or logo by the Advisor must be authorized by a representative of Efficiency Maine prior to use.
- Independent Contractor** – Listing in the Participating Energy Advisor database does not constitute any endorsement of the Participating Energy Advisor by Efficiency Maine. Advisors are independent contractors participating in the Program and not an employee of, or under contract to Efficiency Maine. Advisors shall properly represent this to the customers.
- Insurance** – Advisors shall provide proof of insurance coverage that meets or exceeds the following minimum requirements: Commercial General Liability insurance with respect to the services contemplated by this agreement including without limitation contractual liability insurance to cover liability assumed by Energy Advisor with combined limits, per occurrence, of not less than \$500,000 for bodily injury, including death and property damage. To the extent required by law, Workers Compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$500,000. Comprehensive Auto liability insurance which has a minimum combined single limits for bodily injury and property damage of \$500,000 per occurrence.
- Termination** – Advisor participation in the Program is voluntary and may be terminated by either party at any time, for any reason without penalty, with 30 days notice. Termination shall not affect Advisor's customer eligibility for an incentive for work approved and completed before the notice of termination date.
- Certification and Training** – A Building Performance Institute (BPI) certified individual must take responsibility for making sure that all work against which incentives are applied satisfies BPI Building Analyst standards. Advisors are also responsible for satisfying any and all requirements related to maintaining the active status of their certification(s), including, but not limited to, maintaining a minimum level of continuing education.
- Customer Service** – Advisors shall respond to customer requests in a responsive and professional manner. Advisors shall be responsible for the proper disposal of all materials, including any hazardous materials when applicable. Advisors shall treat the Program customers fairly and attempt in good faith to deliver promised services in a timely and professional manner.
- Warranty of Work** – Advisors shall provide the customer a written warranty of labor and materials for a minimum of one year from the date the service is performed. Materials installed shall carry manufacturer's warranties. Offers of, and documentation referring to, any applicable extended warranty coverage shall be supplied to the customer. Efficiency Maine does not endorse, guarantee, or warrant any particular manufacturer or product, and it provides no warranties, expressed or implied, for any product or services. The Customer's reliance on warranties is limited to any warranties that may be provided by Advisors, vendors, etc. Efficiency Maine is not responsible for assuring that the design, engineering and construction of the facility or installation of the energy conservation measures is proper or complies with any particular laws, codes, or industry standards. Efficiency Maine does not make any representations regarding the results to be achieved by the measures or the adequacy or safety of such measures.
- Health and Safety Requirements** – Advisors shall comply with all applicable requirements so as to not compromise the health and safety of the customer, the work crew, or the general public. This includes, but is not limited to, compliance with OSHA Construction Industry Safety and Health Standards, achieving proper indoor air quality per ASHRAE Standard 62.2, compliance with EPA rules regarding lead-based paint during renovations, and compliance with other applicable standards from OSHA, ASHRAE, EPA, NFPA, ANSI and UL. Advisors will install all equipment and materials in accordance with the manufacturer's specifications. In cases where health and safety concerns are identified, installation work will cease, or will not be scheduled, until and unless the customer is notified and a remediation plan is employed in order to remove or mitigate the hazard.
- Quality Assurance** – Advisors shall maintain procedures for quality assurance for resolution of customer complaints or disputes and for response to customer emergencies. Advisors will make its quality assurance procedures available to Efficiency Maine staff for review upon request. All work may be subject to quality assurance and verification inspections by Efficiency Maine before incentive payments are provided. Efficiency Maine is the sole authority in determining that the work is complete and eligible for incentives. If Efficiency Maine staff determines that the Advisor's work is not up to Program standards, upon request from the Efficiency Maine, the Advisor shall make reasonable repairs or corrections to bring such work up to Program standards at no additional cost to the customer. Efficiency Maine has sole authority in determining the necessary remedies to correct faulty work.





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Efficiency Maine Home Energy Savings Program

12. **Incentive Payments** – Incentives will be issued to the Customer. Advisors shall assist Customer in the preparation of the documentation required to receive the incentive.
13. **Indemnification** – Advisors shall hold harmless Efficiency Maine in any dispute or legal suit arising from work related to the Program. Efficiency Maine's liability under this Agreement will be limited to providing previously agreed upon incentives to the customer. Efficiency Maine and any of its affiliates or contractors shall not be liable to the Advisor or customer for any consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Agreement or in the program. Advisors shall protect, indemnify, and hold harmless Efficiency Maine from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against Efficiency Maine arising out of or relating to the performance of this Agreement.
14. **Ownership of Capacity and/or Environmental Benefits** - a) Energy Conservation Measures (ECMs) purchased and installed in part through incentives provided by Efficiency Maine are the property of the Customer, subject to any limitations contained within these Terms and Conditions. b) Notwithstanding the above, Efficiency Maine holds sole rights to any electric system capacity credits and any other environmental credits, including any carbon credits that may be associated with ECMs for which incentives were received, and Efficiency Maine can dispose of these credits in any manner authorized by law or regulation. c) In no event shall activity associated with any energy or environmental credits noted in Section 14b) result in interference with the Customer's discretion to operate ECMs as approved in his/her incentive award.
15. **Publicity of Energy Advisor Participation** - By accepting the terms of this agreement, the Advisor understands that Efficiency Maine reserves the right to disclose certain information about the Advisor's participation in the program, including, but not necessarily limited to, the Advisor's name and address, jobs completed, and other non-proprietary information.
16. **Changes/Cancellation of the Program** – a) Efficiency Maine may change the program requirements, incentives, or Terms and Conditions at any time without notice, including suspending acceptance of applications or terminating the program. Efficiency Maine is not obligated to approve any incentive requests that may result in Efficiency Maine exceeding its program budget. b) In the event of program change, pre-approved applications will be processed to completion under the Terms and Conditions in effect at the time of the pre-approval by Efficiency Maine. c) Submission of an application does not entitle the Customer to program participation. Entitlement occurs only when Efficiency Maine approves the project for program participation.
17. **Miscellaneous**- a) The entire Agreement between the Advisor and Efficiency Maine composed of an approved, signed Agreement, these Terms and Conditions, and all subsequent correspondence relating to that specific Agreement, requires an Advisor's signature. b) Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement. c) The Advisor acknowledges that the only individuals authorized to bind Efficiency Maine under this Agreement are Efficiency Maine staff and authorized agents of Efficiency Maine. d) If either Efficiency Maine or the Advisor desires to modify this Agreement, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought. e) If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms. f) In the event of any dispute concerning these Terms and Conditions, or any other requirement of this program or condition of incentive award, resolution will be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this agreement shall be brought in State of Maine administrative or judicial forums. The Advisor consents to personal jurisdiction in the State of Maine.

I certify that all the information included herein and the accompanying documentation is true and correct, that I agree to the terms and conditions of the Efficiency Maine Home Energy Savings Program, and that I am authorized to sign this application for the company that I represent.

SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

Return this form to:
 Efficiency Maine Home Energy Savings Program
 151 Capitol Street, Augusta, ME 04330-6262
 Or FAX TO: 207-213-4153

Questions? Call 1-866-376-2463 Or E-mail: efficiencymaine@efficiencymaine.com

