

# Residential Registered Vendor Agreement Form



To be listed as a Registered Vendor on the [Efficiency Maine website](http://www.energymaine.com), please complete this form, sign it and submit it with the appropriate documentation.

**Section 1: Registered Vendor Information.** Please enter information you would like to appear on the website.

Business Name		Phone Number	
Street Address		Fax Number	
City, State, Zip		Business Email	
Contact Name		Website	

**Section 2: Basic Requirements.** Please include the following documentation when submitting agreement form.

Required Documentation	
<input type="checkbox"/>	Code of Conduct: <a href="http://www.energymaine.com/docs/Code-of-Conduct.pdf">http://www.energymaine.com/docs/Code-of-Conduct.pdf</a>
<input type="checkbox"/>	Certificate of Liability Insurance showing General Commercial or Professional Liability Insurance (Minimum coverage: \$500,000) with Efficiency Maine listed as the Certificate Holder (see page 4 for contact information)
<input type="checkbox"/>	Workers Compensation Insurance (Minimum coverage: \$500,000)
<input type="checkbox"/>	<b>Exceptions:</b> Sole Proprietor or Limited Liability Corporation without employees

**Section 3: Service Offerings and Qualifications.** To have the following services reflected on the [Efficiency Maine Locator](http://www.energymaine.com), please check and **SUBMIT DOCUMENTATION OF APPLICABLE QUALIFICATION(S)**:

Service Offering	Qualification(s)*
Energy Advisor	<input type="checkbox"/> <a href="#">Maine Limited Energy Auditor Technician (LEAT) license</a> <b>AND one of the following:</b> <input type="checkbox"/> <a href="#">Building Performance Institute (BPI) Building Analyst</a> Certification, <b>OR</b> <input type="checkbox"/> <a href="#">MaineStar HERS Certification</a>
Air Sealing and Assessment	
Insulation	<input type="checkbox"/> Insulation installation training <b>OR</b> <a href="#">Building Performance Institute (BPI) Building Analyst</a>
Heat Pumps	<input type="checkbox"/> <a href="#">Environmental Protection Agency (EPA) Section 608, Type II or Universal Refrigerant Handling Certification</a> <b>AND</b> recent installation training (within last 2 years) provided by: <input type="checkbox"/> A manufacturer of ENERGY STAR heat pumps, <b>OR</b> <input type="checkbox"/> <a href="#">Eastern Maine Community College</a> , <b>OR</b> <input type="checkbox"/> <a href="#">Kennebec Valley Community College</a> , <b>OR</b> <input type="checkbox"/> <a href="#">Maine Energy Marketers Association</a>
Gas	<input type="checkbox"/> <a href="#">Maine Fuel Board License</a> (Master or Journeyman, Propane and Natural Gas Technician)
Oil	<input type="checkbox"/> <a href="#">Maine Fuel Board License</a> (Master or Journeyman, Oil Technician)
Biomass Boilers	<input type="checkbox"/> <a href="#">Maine Fuel Board License</a> (Master or Journeyman, Solid Fuel Technician)
Biomass Stoves	<input type="checkbox"/> <a href="#">Maine Fuel Board License</a> (Master or Journeyman, Solid Fuel Technician <b>OR</b> Limited Wood Pellet Technician), <b>OR</b> <input type="checkbox"/> <a href="#">Chimney Safety Institute of America (CSIA)</a> , <b>OR</b> <input type="checkbox"/> <a href="#">National Fireplace Institute (NFI)</a> -certified (NFI pellet or wood certification)
Geothermal	<input type="checkbox"/> <a href="#">International Ground Source Heat Pump Association (IGSHPA)</a> -Accredited Installer
Heat Pump Water Heaters	<input type="checkbox"/> <a href="#">Maine Plumber's License</a> (Master or Journeyman)
Solar	<input type="checkbox"/> <a href="#">North American Board of Certified Energy Practitioners (NABCEP)</a> Certificate

\*At least one employee or exclusive subcontractor must have this certification. Any given certificate will only be represented once on the Locator (one listing per certificate).

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## Section 4: Company Profile

The following information will also appear on the [Efficiency Maine Locator](#). Please enter the information that you would like to appear in the table below.

<b>Established:</b>	
<i>Please enter date.</i>	
<b>About Our Company:</b>	
<i>Please describe company, limiting your description to two or three sentences and only including verifiable claims.</i>	
<b>Our Services:</b>	
<i>Please describe services, limiting your description to two or three sentences.</i>	
<b>Typical Project:</b>	
<i>Please describe typical project (e.g. "Energy audit, air sealing and insulation")</i>	
<b>Service Area:</b>	
<i>Please describe service area (e.g. "Cumberland and York Counties" or "All of Maine")</i>	

## Section 5: Terms and Conditions

As an Efficiency Maine Registered Vendor I agree to the following terms and conditions:

- General** – Vendor 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 any applicable material and installation standards.
- Listing** – Vendor agrees to allow their company's name to appear on the Residential Contractors list on the Efficiency Maine website and on other marketing material. The use of the Efficiency Maine or Efficiency Maine name or logo by Vendor must be authorized in writing, prior to use, by an Efficiency Maine representative.
- Independent Contractor** – Listing in the Registered Vendor database does not constitute any endorsement of the Vendor by Efficiency Maine. Vendor is an independent contractor participating in one or more of Efficiency Maine's Programs and not an employee of, or under contract to Efficiency Maine or any of Efficiency Maine's contractors. Vendor shall properly represent this to the customers.
- Termination** – Participation of Vendor in Efficiency Maine Program(s) is voluntary and may be terminated by either party at any time, for any reason without penalty.

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5. **Customer Service** – Vendor shall respond to customer requests in a responsive and professional manner. Vendor shall be responsible for the proper disposal of all materials, including any hazardous materials when applicable. Vendor shall treat Efficiency Maine customers fairly and attempt in good faith to deliver promised services in a timely and professional manner.
6. **Warranty of Work** – Vendor 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 warranty. 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 contractors, vendors, etc. Neither Efficiency Maine nor any of Efficiency Maine’s contractors are 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. Neither Efficiency Maine nor any of Efficiency Maine’s contractors make any representations regarding the results to be achieved by the measures or the adequacy or safety of such measures.
7. **Health and Safety Requirements** – Vendor shall comply with all applicable health and safety requirements including, but 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. Vendor 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.
8. **Vendor Quality Assurance** – Vendor will maintain procedures for quality assurance, for resolution of customer complaints or disputes and for response to customer emergencies. Vendor will make its quality assurance procedures available to Efficiency Maine for review upon request.
9. **Efficiency Maine Quality Assurance** - All work may be subject to quality assurance and verification inspections by Efficiency Maine. Efficiency Maine is the sole authority in determining that the work is complete and eligible for payment. If Efficiency Maine determines Vendor's work does not comply with any applicable standards, Efficiency Maine may ask the Vendor to make reasonable repairs or corrections to bring such work up to Program standards at no additional cost to the customer. Efficiency Maine shall have sole authority in determining the necessary remedies to correct faulty work.
10. **Incentive Payments and Financing** – When incentive payments and/or financing is issued to the customer, Vendor shall assist customer by providing required materials and signed forms in the preparation of the documentation required to receive the incentive payment or loan. This may include an application form, an audit report, a scope of work with price quotation, an invoice and/or a signed project completion Form.
11. **Indemnification** – Vendor shall hold Efficiency Maine and its contractors harmless in any dispute or legal suit arising from work related to any of Efficiency Maine’s programs. Efficiency Maine’s liability under this Agreement will be limited to paying for approved customer incentives and/or loans. Efficiency Maine and any of its affiliates or contractors shall not be liable to the Vendor 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 any of Efficiency Maine’s programs. The Vendor shall protect, indemnify, and hold Efficiency Maine and its contractors harmless 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 and its contractors arising out of or relating to the performance of this Agreement.
12. **Ownership of Capacity and/or Environmental Benefits-**
  - a. Energy improvements purchased and installed in part through incentives and/or financing 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 energy improvements for which incentives and/or loan(s) 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 13b) result in interference with the customer’s discretion to operate energy improvements as approved in his/her incentive award and/or loan(s).
13. **Waste Stream** - The Vendor shall dispose of any household waste (e.g., construction and demolition debris, fluorescent light bulbs, lead, ballasts, piping, roofing material, discarded equipment, debris, and asbestos, etc) generated as a result of any work performed in any of Efficiency Maine’s programs in accordance with all applicable state, local and federal solid, hazardous or special waste generation and disposal requirements.
14. **Taxes** - Incentives may be taxable by the federal, state, and local government. Recipient is responsible for declaring and paying all applicable taxes.
15. **Publicity of Vendor Participation** - The Vendor understands that Efficiency Maine reserves the right to disclose certain information about the Vendor’s participation in Efficiency Maine’s programs, including but not limited to, the Vendor’s name and address, jobs completed, projected energy savings as well as other non-proprietary information.
16. **Changes/Cancellation** –
  - a. Efficiency Maine may change program details, including but not limited to incentives, financing, program requirements and terms and conditions at any time without notice. Efficiency Maine is not obligated to approve any submitted incentive or loan application that may result in Efficiency Maine exceeding its program budget.
  - b. In the event of a program change, pre-approved incentive or loan applications will be processed to completion under the Terms and Conditions in effect at the time of the pre-approval by Efficiency Maine.

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- c. Submission of a completed incentive or loan application does not entitle the customer to program participation. Entitlement occurs only when Efficiency Maine approves the application.

## 17. Miscellaneous-

- a. The entire Agreement between the Vendor and Efficiency Maine, composed of an approved, signed application, these Terms and Conditions, and all subsequent correspondence relating to that specific application, requires a Vendor signature.
- b. The Vendor acknowledges that the only individuals authorized to bind Efficiency Maine under this Agreement are Efficiency Maine staff and authorized agents of Efficiency Maine.
- c. If either Efficiency Maine or the Vendor 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.
- d. 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.
- e. In the event of any dispute concerning these Terms and Conditions, or any other requirement of any of Efficiency Maine's programs or condition(s), 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 Vendor consents to personal jurisdiction in the State of Maine.

## Acknowledgement

I certify that all the information included herein and the accompanying documentation is true and correct. I agree to these terms and conditions, and am authorized to sign this application for the company which I represent.

Name		Date	
Signature			

Please submit this form and associated documentation by selecting one of the following options:

- 1. Mail to: Efficiency Maine, 24 Stone Street, Suite 106, Augusta, Maine 04330
- 2. Scan and email to: [efficiencymaine@efficiencymaine.com](mailto:efficiencymaine@efficiencymaine.com)
- 3. Fax to: 207-622-9933

Questions?

Please call 1-866-376-2463