



Residential Registered Vendor Agreement Form

To appear on the [Efficiency Maine website](http://www.energymaine.com), please complete this form 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

<input checked="" type="checkbox"/>	Required Documentation
<input type="checkbox"/>	Code of Conduct: http://www.energymaine.com/docs/Code-of-Conduct.pdf
<input type="checkbox"/>	Certificate of Comprehensive General Liability Insurance* (minimum coverage: \$500,000/occurrence)
<input type="checkbox"/>	Efficiency Maine Trust added as Additional Insured and Certificate Holder of General Liability Insurance policy (See address at bottom of page 3)
<input type="checkbox"/>	Workers Compensation Insurance* (Exceptions: Sole Proprietors or Limited Liability Corporations without employees)

*All insurance coverage must be maintained during the entire term of this Agreement.

Section 3: Service Offerings and Qualifications.

Select service offerings and submit qualification documentation with form

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

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

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Section 4: Terms and Conditions

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

1. **General** – Vendor shall abide and be bound by these Efficiency Maine Terms and Conditions, and any supplemental program-specific terms and conditions, in connection with participation or performance under any Efficiency Maine program. Vendor shall abide by all applicable Local, State and Federal laws, ordinances, building codes, regulations, and licensing requirements. Vendor shall, throughout the entire term of this Agreement, maintain in good standing all required licenses, certifications, qualifications and permits necessary for the performance of work or services for customers under the program.
2. **Subcontractors** - In cases where subcontractors are used to perform upgrade(s), the Residential Registered Vendor is still responsible for ensuring full compliance with all Efficiency Maine program requirements, including the Code of Conduct.
3. **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. Vendor shall not use the Efficiency Maine name or logo in connection with its business without the prior express written authorization of Efficiency Maine.
4. **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. In performing any work or services under an Efficiency Maine program, Vendor is a direct contractor to the customer and is not a contractor or agent of Efficiency Maine. Vendor shall not hold itself out as an agent or representative of Efficiency Maine, nor shall Vendor make any representation on behalf of or bind Efficiency Maine in any manner. Vendor shall use a written contract with each customer to the extent required by the Maine Home Construction Contracts Act (10 M.R.S.A. §§ 1486-1490), including an express warranty of good workmanship and other required elements.
5. **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.
6. **Customer Service** – Vendor shall respond to customer requests in a responsive and professional manner. Vendor shall treat Efficiency Maine customers fairly and attempt in good faith to deliver promised services in a timely and professional manner. Vendor shall be responsible for the proper disposal of all materials, including any hazardous materials when applicable.
7. **Warranty of Work** – Vendor warrants to perform all work for Efficiency Maine customers in a good and workmanlike manner and in accordance with all applicable codes and installation standards. 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. 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.
8. **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.
9. **Vendor Quality Assurance** – Vendor will maintain procedures for quality assurance, for resolution of customer complaints or disputes and for response to customer emergencies. Vendor is responsible for complete installation, necessary follow up or "punch list" work, and warranty work as required. Vendor will make its quality assurance procedures available to Efficiency Maine for review upon request.
10. **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.
11. **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 financing. This may include an application form, an audit report, a scope of work with price quotation, a project checklist, an invoice and/or a signed project completion form.
12. **Vendor Representations and Warranties** – Vendor acknowledges that the submission of any program application, checklist, invoice, payment request, or any other program-related document constitutes a representation by Vendor that all information is complete and accurate. Vendor represents and warrants that Vendor shall use discounted or subsidized program equipment and efficiency measures only for their intended purposes in connection with an approved Efficiency Maine project in the State of Maine. Vendor shall not transfer, resell, or otherwise use such equipment or efficiency measures for any other purpose without the prior express written authorization from a senior program manager at Efficiency Maine. Vendor acknowledges that it will be subject to liability for any unauthorized transfer, sale, or use of Efficiency Maine program equipment or efficiency measures.
13. **Confidentiality** – Vendor acknowledges that certain records or information, including the social security number,



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address, telephone number and e-mail address of a customer that has participated or may participate in an Efficiency Maine program and information about the customer's energy usage profile is deemed confidential under the Efficiency Maine Trust Act, 35-A M.R.S. Section 10106. Vendor shall maintain all such information securely and in confidence and shall not use or disclose any such information except as strictly necessary to perform work or services for such customer under an Efficiency Maine program. Vendor acknowledges that it may be subject to liability for unauthorized use or disclosure of confidential information.

- 14. **Indemnification** – Vendor shall defend, indemnify and hold Efficiency Maine and its trustees, officers, employees and agents harmless from and against any and all claims, suits, losses, damages, judgments, penalties, costs and expenses (including attorney fees and legal costs) arising from or relating to Vendor's or Vendor's agents' negligence, misconduct, breach of contract, violation of these terms and conditions, violation of Efficiency Maine program requirements, or violation of law in connection with Vendor's participation in any Efficiency Maine program or arising from or relating to any work or services performed for a customer in connection with an Efficiency Maine program. Vendor shall indemnify and hold Efficiency Maine harmless from and against any claim of loss, damage or injury by or on behalf of Vendor's employees arising from or relating to any work or services performed in connection with an Efficiency Maine program and Vendor expressly waives any workers compensation immunity as to Efficiency Maine to the extent necessary to give effect to this indemnity.
- 15. **Ownership of Capacity and/or Environmental Benefits** - Notwithstanding customer's ownership of any equipment or energy efficiency measures installed by Vendor under an Efficiency Maine program, Efficiency Maine shall have all right, title, and interest in and to the electric capacity credits, carbon credits, and any other energy or environmental credits generated by the equipment and efficiency measures installed under an Efficiency Maine program, and Efficiency Maine shall have sole right to use, transfer, trade, sell or otherwise dispose of all such credits and benefits.
- 16. **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.
- 17. **Taxes** – Rebates, incentives, and other program payments from Efficiency Maine may be taxable. The recipient of any such payment is solely responsible for declaring and paying all applicable taxes.
- 18. **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. Vendor hereby authorizes disclosure of such information.
- 19. **Remedies** – Efficiency Maine reserves all rights and remedies against Vendor for any material breach of this Agreement or any other program terms and conditions applicable to Vendor. Without limiting any other right or remedy available to Efficiency Maine at law or equity, Efficiency Maine shall be entitled to recover the full cost of any equipment or efficiency measures intended for use under an Efficiency Maine program if Vendor resells, transfers, misappropriates, or otherwise uses any such equipment or measures for any purpose not expressly authorized by Efficiency Maine in connection with an approved project. Efficiency Maine shall be entitled to recover its attorney fees and legal costs incurred in enforcing this Agreement. Efficiency Maine reserves all immunities from or limitations of liability accorded to public or governmental entities under applicable law.
- 20. **Changes/Cancellation** –Efficiency Maine may change program details, including but not limited to rebates, incentives, financing, program requirements and terms and conditions at any time without notice. In the event of a program change, pre-approved rebate, incentive or other applications will be processed to completion under the Terms and Conditions in effect at the time of the pre-approval. Efficiency Maine is not obligated to approve any submitted rebate, incentive or loan application that may result in Efficiency Maine exceeding its program budget.
- 21. **Miscellaneous** - This Agreement may not be modified or amended by Vendor except in a writing approved and signed by an authorized representative of Efficiency Maine. If any provision of these 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. 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 of the State of Maine. Any legal proceeding regarding or relating to 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: info@efficiencymaine.com
- 3. Fax to: 207-622-9933

Questions? Please call 1-866-376-2463