

SWEPCO CoolSaverSM A/C Tune-up Measure
CONTRACTOR PARTICIPATION AGREEMENT

COMPANY INFORMATION

My company is applying to be a participating contractor for the CoolSaver A/C Tune-up measure. My company is an approved Participating Contractor within the following SWEPCO programs. (check all that apply):

- SWEPCO Commercial & Industrial Energy Efficiency Program (“CIEEP”) SWEPCO Residential Energy Improvement Program (“REIP”)
 SWEPCO Small Business Direct Install (“SBDI”)Program

Business Name:		Contact Name:
Business Address:		Number of Employees:
City:	State:	Zip:
Email:	Office Phone :	Mobile Phone:

CERTIFICATION(S) & EXPERIENCE

I currently have an AR HVACR license in good standing.

NAME of licensee: _____ (copy attached)

I currently own a minimum of one iManifold toolkit (required to perform CoolSaver A/C Tune-ups). Yes No

I am currently experienced and ready to perform the following services. I acknowledge that some of these program measures require additional training verification (check all that apply):

<input type="checkbox"/> Lighting Controls and Retrofits	<input type="checkbox"/> HVAC Controls and Equipment Replacement	<input type="checkbox"/> VFD and Motor Retrofits and Installation	<input type="checkbox"/> ENERGY STAR® Windows
<input type="checkbox"/> Insulation	<input type="checkbox"/> Chiller Controls and Equipment Replacement	<input type="checkbox"/> Industrial Process or Equipment Upgrades	<input type="checkbox"/> Window Film
<input type="checkbox"/> Air/Duct Sealing	<input type="checkbox"/> Refrigeration Retrofits	<input type="checkbox"/> Air Compressors	<input type="checkbox"/> Pool Pumps

BUSINESS CAPABILITY:

I confirm that I have the following to demonstrate business capability (not applicable for architectural or engineering firms):

Satisfactory Dun and Bradstreet Rating DUNS ID:

Or at least TWO of the following:

- | | | |
|---|---|---|
| <input type="checkbox"/> Banking reference* | <input type="checkbox"/> Three professional/trade references* | <input type="checkbox"/> Principals of Company have satisfactory credit score/no outstanding liens/judgments* |
|---|---|---|

**Use table below to complete required reference or principal information*

Banking Reference:

Email:	Phone:
Address:	

Reference/Principal Name 1:

Email:	Phone:
Address:	

Reference/Principal Name 2:

Email:	Phone:
Address:	

Reference/Principal Name 3:

Email:	Phone:
Address:	

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INSURANCE:		
<p>Contractor shall maintain the following types of insurance at the following minimum levels of coverage for the life of this Agreement:</p> <ul style="list-style-type: none"> • Commercial General Liability (\$1,000,000 per event of bodily injury, property damage or personal injury or death) • Automotive Liability (\$1,000,000 combined single limit, including coverage over owned, non-owned and hired vehicles) • Workers' Compensation (in accordance with statutory minimums, but including no less than Employer's Liability of \$1,000,000 per event of injury or death each accident) <p>If any policy of insurance required is subject to a general aggregate limit, then such aggregate limit shall be at least twice the event limit. Each certificate of insurance shall list CLEAResult and Sponsor (as defined below) as additional insured on a primary, non-contributory basis. Contractor shall waive all rights of recovery against CLEAResult, Sponsor, and any of their respective affiliates for any loss or damage covered by the policy. Evidence of this requirement shall be noted on all certificates of insurance provided to CLEAResult. CLEAResult shall be listed as a certificate holder with each insurance agency providing certificates so as to facilitate notifications related to changes in coverage.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> Certificate of Insurance is Attached

Measure Overview

From January 1, 2017, until December 31, 2017, CLEAResult is implementing REIP, SBDI and CIEEP (each a "Program") for Southwestern Electric Power Company ("SWEPCO"). Each Program will offer the CoolSaverSM A/C Tune-up as a measure in Arkansas to encourage high performance tune-ups of HVAC units installed on residential and commercial buildings located within SWEPCO's Arkansas service territory.

The Programs train contractors on industry best practices using the CoolSaver toolkit and applying these practices quickly in the marketplace. The CoolSaver A/C Tune-up incentive is designed to overcome market barriers that prevent residential and commercial customers from receiving high performance A/C and heat pump system tune-ups. The Programs overcome market barriers by providing incentives, paid to contractors, to help customers pay for system corrections and by providing incentives, training on best practices, and discounts on high quality tools for participating contractors to use in conducting high performance system tune-ups.

Measure Incentives

CoolSaver incentives are available for residential and commercial SWEPCO customers. In order for a Participating Contractor to offer CoolSaver incentives, the contractor must complete this agreement and meet all the criteria specified within, and a minimum of 1 contractor employee with a valid Arkansas HVACR Registrant number and EPA Refrigerant Certification must attend and pass a CoolSaver technician training course provided by the Program. Only contractor employees who have attended this training course and received Program approval in writing may perform CoolSaver tune-ups.

Incentives are limited to tune-ups performed on air-cooled direct expansion split or packaged air conditioning systems which are at least 1 year old and which have not received a CoolSaver incentive in the previous 5 years. Window units, mini-split systems, packaged terminal air conditioners, ground-source air conditioning systems and chillers are ineligible for CoolSaver incentives. Incentives are paid to the Participating Contractor and offered to the customer as a discount.

Incentives are paid after a tune-up has been completed (using the process detailed in the 2017 CoolSaver Technician Resource Book), reviewed by a Program engineer and approved by Program management. Program staff will schedule and perform post-inspections on 10% of the CoolSaver tune-ups performed by each Program-approved contractor employee for the purpose of quality assurance. The incentive payment for a system selected for post-inspection is placed on hold until the post-inspection has been satisfactorily completed.

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In the event a Participating Contractor's insurance policy or HVAC license expires, the Program will place all CoolSaver incentive payments associated with the Contractor on hold until the Contractor provides documentation to the Program showing the Contractor's insurance policy or HVAC license has been renewed. In the event a Program-approved contractor employee's Arkansas HVACR registration expires, the Program will place all CoolSaver incentive payments associated with this employee on hold until the Contractor provides documentation to the Program showing the employee's HVACR registration has been renewed.

In situations where it is not possible, due to physical barrier or poor existing condition of the system, for the Participating Contractor to clean the blower or the evaporator coil, the incentive payment will be reduced by \$25 for each of these components not cleaned. Participating Contractors agree to include refrigerant charge adjustments on a minimum of 50% of the systems they perform CoolSaver tune-ups on during the course of 2017.

Participating Contractors who satisfactorily complete a minimum of 10 tune-ups from April 1 to October 31 of a given year may receive program permission to perform partial CoolSaver "Pre-Clean" tune-ups, and receive partial CoolSaver incentives, between November 1 of that year and March 31 of the following year. A Pre-Clean consists of cleaning the system's evaporator coil, condenser coil, blower and filter. Any system which receives a Pre-Clean must have the remaining CoolSaver tune-up services completed prior to July 1 of the following year, at which point the contractor will receive the remainder of the CoolSaver incentive (the "Post-Measurement"). Failure to complete CoolSaver tune-up services on units which received a Pre-Clean may result in probation, suspension or termination of the Participating Contractor.

CoolSaver incentives for residential customers (REIP) are:

System Nominal Tonnage	Pre-Clean Incentive (optional)	Post-Measurement Incentive (optional)	Total Incentive
≤ 2 tons	\$40	\$60	\$100
2.5 to 5 tons	\$50	\$100	\$150

CoolSaver incentives for commercial customers (SBDI and CIEEP) are:

System Nominal Tonnage	Pre-Clean Incentive (optional)	Post-Measurement Incentive (optional)	Total Incentive
≤ 5 tons	\$50	\$100	\$150
6 to 10 tons	\$80	\$100	\$180
11 to 15 tons	\$120	\$150	\$270
16 to 25 tons	\$200	\$200	\$400
> 25 tons	Not applicable	Not applicable	\$0.10 per kWh saved*

*Subject to change. Participating Contractors will be notified in writing prior to any adjustment to incentives.

Enrollment Instructions

Step 1: Complete a Contractor Participation Agreement.

Step 2: Complete a W-9

Step 3: Submit completed Contractor Participation Agreement, W-9, certificate of insurance, copies of required licenses and certifications.

Include a photocopy of:

- Valid Arkansas HVACR license for company;
- for EACH technician who will attend training and perform tune-ups, include:

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- Arkansas HVACR Registrant card, and
- EPA Refrigerant Certification card (Type II or Universal).

Submit via email or mail:

Email: ted.weintraut@clearResult.com
 Mail: SWEPCO A/C Tune-up Measure
 CLEAResult
 2434 E. Joyce Blvd., Suite 6
 Fayetteville, AR 72703

Step 4: Purchase the required equipment to perform CoolSaver tune-ups in 2017. The Programs will provide a list of this equipment.

Step 5: Submit certificates of insurance and copies of required licenses and/or training certificates (if applicable) at least annually, and upon any material revisions or cancellations, to CLEAResult via email or mail listed above.

After your Agreement is received, a Program representative will contact you to confirm receipt and continue the enrollment process. Contractors do not become participating contractors until they complete required administrative and field trainings and receive confirmation of participation from the Program manager. Contractor eligibility is at the sole discretion of the Program. Participation in the Program and this Contractor Participation Agreement are subject to the CLEAResult Standard Terms and Conditions for Participating Contractors.

CONTRACTOR AGREED AND ACCEPTED	
I have read and understood the Contractor Participation Agreement and the CLEAResult Standard Terms and Conditions for Participating Contractors and certify that the information I have provided is true and correct.	
Signature:	Date:
Name (printed):	Title:
CLEAResult CONSULTING INC., AND/OR AN AFFILIATE THEREOF AGREED AND ACCEPTED	
Signature:	Date:
Name (<i>printed</i>):	
Title:	

CLEAResult STANDARD TERMS AND CONDITIONS FOR PARTICIPATING CONTRACTORS

These CLEAResult Standard Terms and Conditions for Participating Contractors and the Contractor Participation Agreement (collectively, the “**Agreement**”) are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“**CLEAResult**”), and _____ (“**Contractor**”). CLEAResult administers the Residential Energy Improvement Program, the Small Business Direct Install Program, and the Commercial & Industrial Energy Efficiency Program (each a “**Program**”) on behalf of Southwestern Electric Power Company (“**Sponsor**”) to administer services, which include offering the CoolSaverSM A/C Tune-up measure (“**CoolSaver**”) to eligible end use customers (each, a “**Customer**”). CLEAResult and Contractor may be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties.**” In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM AND TERMINATION.** This Agreement is effective upon the date it is executed by both Parties and will continue for the duration of the Program (the “**Program Period**”), unless terminated in accordance with the provisions in this Agreement. In addition, all CoolSaver incentives paid under this Program are available on a first-come, first-served basis until allocated funds are depleted; therefore, this Program may be modified or terminated at any time without notice. Contractor agrees that CLEAResult may terminate this Agreement at any time and for any reason, including, without limitation, for Contractor’s noncompliance with the Program and CoolSaver guidelines, any law, or any provision of this Agreement. Upon termination of this Agreement, Contractor shall immediately cease performing CoolSaver measures in the Program, including but not limited to any applicable use of Program materials, logos or other advertising tools, equipment not owned by Contractor, and incentive forms. CLEAResult will not pay Contractor for post-termination activity including but not limited to any incentives dated and submitted after the date of termination or for any costs incurred by the Contractor post-termination. In the event of termination for cause, Contractor shall be liable to the Program for any and all damages sustained by reason of the default that gave rise to termination. In the event either party terminates this Agreement, CLEAResult shall have the right to assign to another contractor the responsibility for completion of any work not completed by Contractor prior to the effective date of termination or any work that fails to meet quality standards prior to the effective date of termination. Contractor hereby agrees that CLEAResult shall be entitled to deduct from unpaid amounts earned by Contractor as of the effective date of termination, the amount of any claims or damages CLEAResult may have against Contractor under this Agreement or otherwise. If the amount of CLEAResult’s claims or damages against Contractor exceeds the unpaid amount earned, CLEAResult shall notify Contractor, and Contractor shall pay CLEAResult the difference within thirty (30) days after receipt of such notification. Termination of this Agreement shall not relieve Contractor of any warranties or other obligations expressed herein which by their terms are intended to extend beyond termination.
2. **ELIGIBILITY.** The Program determines eligibility of contractors at its sole discretion. CLEAResult may request from Contractor verification of its eligibility requirements at any time during the Program Period.
3. **CONFIDENTIALITY.** Contractor will have access to Confidential Information (as defined below) by participating in this Program. Contractor will not use any Confidential Information of CLEAResult for any purpose other than as needed to perform Contractor’s obligations in the Program. Contractor will hold all Confidential Information of CLEAResult in strict confidence and will not disclose any Confidential Information to any person other than to its employees and independent contractors who: (a) have a “need to know;” (b) have been advised of the confidential and proprietary nature of the Confidential Information; and (c) have signed a written agreement that is as protective of the Confidential Information as that set forth in this Section; except as compelled by court order or otherwise required by law. If Contractor is required by law to disclose Confidential Information, Contractor will immediately notify CLEAResult and cooperate with CLEAResult to obtain a protective order or other appropriate remedy to maintain the confidentiality of the information. The term “**Confidential Information**” means all Customer data and all information and materials relating to CLEAResult’s business, in whatever form or medium, disclosed to or received by Contractor, whether visually, by perception, orally or in writing, whether disclosed before or after the Effective Date, and whether or not specifically marked or otherwise identified as “Confidential” or “Proprietary,” including, but not limited to, all Program and CoolSaver toolkits and apps (e.g., iManifold, Testo), and all summaries and notes prepared by or on behalf of Contractor, except that “Confidential Information” does not include any information that Contractor demonstrates: (i) has become generally available to the public without breach of this Agreement; (ii) Contractor later received from another person who did not violate any duty of confidentiality; or (iii) Contractor developed without use of any Confidential Information by persons who were not exposed to the Confidential Information.
4. **PROGRAM PROVISIONS AND SUPPORT.** CLEAResult will provide the Contractor with each of the following: (a) technical support during regular business hours (holidays excluded) through a toll-free number; (b) Program-sponsored training conducted during regular business hours (holidays excluded), unless otherwise agreed by the Parties and attended solely by Contractor’s personnel, unless otherwise agreed by the Parties; (c) marketing materials to allow the Contractor to communicate the benefits of the Program to eligible Customers; and (d) Customer data.
5. **USE OF INTELLECTUAL PROPERTY.** Contractor shall not use the trademarks, logos or other intellectual property of CLEAResult, Sponsor or any of their affiliates without prior written approval by CLEAResult or Sponsor, as applicable.
6. **INSURANCE AND LICENSING.** Contractor shall provide CLEAResult with all applicable certificates of insurance before performing any work for the Program. Contractor will provide CLEAResult with updated insurance certificates as appropriate but no less frequently than every time the auto policy is renewed or modified. Contractor shall provide CLEAResult with at least thirty (30) days’ prior written notice before an insurance policy required by this Agreement is reduced, cancelled, or expires. At all times during the Program Period, Contractor, and

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- its agents and subcontractors, shall retain all necessary licensures, certification, training, and other requirements as deemed necessary by state law, the Program policies and guidelines, and all relevant documentation pertaining to the installation of the energy efficiency measures, and will provide immediate access to such documentation to CLEARResult and Sponsor upon request. This includes but is not limited to appropriate liability insurance, permits, licensure, or certification information, installed equipment model and serial numbers.
7. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor in relation to CLEARResult and Sponsor, and is voluntarily participating in the Program to deliver the CoolSaver services as outlined by the Program directly to Customers. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture. CLEARResult and Sponsor shall not control or direct the details or the means by which Contractor performs any services under this Agreement. Contractor will pay all of its administrative, overhead, and other costs, including withholding taxes, social security, unemployment, disability, health, workers' compensation, or other insurance coverage.
 8. **INCENTIVE PAYMENT.** Contractor acknowledges that CoolSaver incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor's energy efficiency programs for the same measure(s). Contractor understands that Sponsor, in its sole discretion, may withhold incentive payments committed to a Customer and Contractor if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program.
 9. **CONTRACTOR CONDUCT.** Contractor agrees to pursue referral leads resulting from the Program's marketing and communications efforts and must make a good faith effort to provide, in a timely fashion, services to these leads in accordance with the Program guidelines and this Agreement. Contractor recognizes that any leads received as a result of the Program's efforts constitute a Program benefit. Contractor understands that participation in the Program does not constitute an endorsement of any kind on the part of CLEARResult or Sponsor. Contractor shall not state or imply any such endorsement, either directly or indirectly, in written or verbal form. Contractor shall not knowingly misrepresent any information concerning the Program, its purpose, policies, incentives, and procedures, or its role in the Program or relationship with CLEARResult or the Sponsor. Contractor shall not mislead any Customer about the availability of Program incentives or misrepresent its role in the incentive award process. Only Sponsor or CLEARResult, on behalf of Sponsor, in its sole discretion, can approve or reallocate Program incentives for a Customer. Contractor will keep a Customer's home as free as possible from waste materials while performing work. After completing work, Contractor will clean the work area, removing all waste materials, tools, and supplies. Contractor shall not cause damage to a Customer's premises. Contractor will not knowingly use any defective, second quality, or previously used materials.
 10. **AUDITING, MONITORING AND VERIFICATION.** CLEARResult and/or Sponsor will audit and monitor some or all Program services performed by Contractor to ensure compliance with Program requirements and to verify the energy savings achieved through the Program. Contractor agrees to cooperate with CLEARResult and Sponsor, as necessary. Contractor also agrees to remedy any issue(s) arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program. CLEARResult or Sponsor may perform quality control on any or all work performed by Contractor, with or without notice to Contractor, and by any means CLEARResult or Sponsor may select, including accompanying Contractor to a Customer's location. Failure of Contractor to meet quality standards will be grounds for termination of this Agreement. Contractor shall use its best efforts to obtain Customer cooperation in allowing CLEARResult or Sponsor access to the Customer's location for this purpose.
 11. **MECHANICS LIENS.** Contractor shall keep each Customer's property free of liens and claims filed by subcontractors and vendors of subcontractors and others claiming by or through Contractor, and shall defend, indemnify and hold CLEARResult, Sponsor, and any Customer harmless from all expenses and losses incurred as a result of any such liens or claims. If a lien or claim is filed by a vendor or subcontractor, Contractor shall cause such lien to be discharged or bonded off within forty-eight (48) hours of notice by CLEARResult. If contractor fails to do so, CLEARResult may, without prejudice to any other remedies available at law, pay all sums necessary to obtain a release or discharge of such lien and deduct those sums, including costs, expenses and reasonable attorney's fees, from amounts due or to become due to Contractor.
 12. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Contractor, its employees, agents and subcontractors, represent and warrant that: (a) the services performed for a Customer through the Program shall be performed in a good workmanlike, skilled, and professional manner; (b) the services shall comply in all material respects with the specification and other requirements set forth in each applicable contract with a Customer and in strict accordance with the Program and this Agreement; (c) Contractor's performance of the services shall not violate any applicable law, rule, regulation, contracts with third parties, and/or any third-party rights, including, without limitation, any copyright, trademark, trade secret, or patent or similar right; (d) Contractor is the lawful owner or licensee of any intellectual property, software applications or other materials used by Contractor in the performance and delivery of the services and has all rights necessary to convey to Customer the unencumbered ownership of all work product that results from the services; (e) Contractor is and shall remain in compliance with all labor and employment laws, including but not limited to those prescribing standards for wage and overtime pay, employee benefits, workplace health and safety, labor relations and rights of uniformed service members; (f) Contractor possesses the technical and professional expertise and the fiscal capability necessary to carry out the work authorized and accepted under this Agreement in a prompt, fair, and workmanlike manner; (g) Contractor currently has in effect, and will keep in effect throughout the term of this Agreement, insurance in the forms and amounts and with insurance companies acceptable to CLEARResult in no event less than the

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- minimum insurance levels set forth in this Agreement; (h) Contractor shall maintain hard copy or digital records of all work performed and products installed under this Agreement for a minimum of three (3) years from the time the work is performed, including records of data collected, visits made, materials furnished or installed, individual staff providing the services, costs incurred, invoices, and agreements. Copies of these records shall be made available to CLEARResult within five (5) business days upon request; and (i) Contractor shall warranty materials provided by Contractor and installed pursuant to this Agreement against any defect in materials, manufacture, design or installation for a period of one (1) year from the date the materials are provided and/or installed, whichever is later.
13. **INDEMNITY; LIMITATION ON DAMAGES.** Contractor shall defend, protect, indemnify, and hold harmless Sponsor and CLEARResult, their respective officers, directors, agents, and employees, and each of their parents and affiliates, and each of their respective officers, directors, agents, and employees (collectively, the “**Indemnified Parties**”) from and against any and all claims, losses, expenses, attorneys’ fees, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever (“**Claims**”) arising out of Contractor’s, or its agents or subcontractors, acts or omissions, including but not limited to any violation of labor or employment laws, incident to or related in any way to, directly or indirectly, the services provided in connection with the Program, this Agreement and/or the Program. Contractor acknowledges and agrees that with respect to any Claims brought against the Indemnified Parties, Contractor will be required to waive as to the Indemnified Parties any defense it may have by virtue of the Workers’ Compensation Laws of any state, to the extent allowed by law. CLEARRESULT AND SPONSOR SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED REVENUE, PROFITS, OR GOODWILL, WHETHER ARISING IN NEGLIGENCE, BREACH OF CONTRACT, OR UNDER STATUTE OR RULE. Contractor shall represent to Customer that all services under this Agreement are provided by Contractor alone, and not by CLEARResult or Sponsor. Contractor acknowledges and agrees that CLEARResult and Sponsor make no representation or warranty and assume no liability with respect to quality, safety, performance, or other aspect of any design, system, or product provided pursuant to this Agreement, and CLEARResult and Sponsor expressly disclaim any such representation, warranty, or liability. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party on behalf of CLEARResult or Sponsor. Contractor is solely responsible for any damage incurred by Customer as a result of Contractor’s services under the Program. Neither CLEARResult nor Sponsor is responsible for Customer complaints or damages. The parties agree that Sponsor is a third party beneficiary of this Section.
14. **NOTICE.** Any notice required to be given under this Agreement shall be deemed given when placed in the mail and mailed by overnight registered mail via a nationally-recognized courier (e.g., USPS, FedEx, UPS) and postage prepaid. Notice to CLEARResult shall be to Attn: Legal Department, 100 SW Main St., Suite 1500, Portland, OR 97204. Notice to Contractor shall be to the address provided above.
15. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflict of law rules. Any dispute or claim that relates to this Agreement, its interpretation or breach, or to the existence, scope, or validity of this Agreement or this arbitration provision, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court with jurisdiction. The Parties acknowledge that mediation helps Parties settle their disputes and any Party may propose mediation whenever appropriate through the Arbitration Service of Portland, Inc. or any mediator mutually selected by the Parties. Any dispute or claim for which a party seeks injunctive relief, even if contrary to the language of this Section, may be brought in the state and federal courts in Multnomah County, Oregon, and such courts shall be the proper and exclusive forum for any such action. Contractor shall not assign this Agreement, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEARResult. Contractor may not delegate or subcontract Contractor’s duties under this Agreement without the prior written permission of CLEARResult. CLEARResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Contractor’s consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party’s right to enforce strict performance in the same or any other instance. This Agreement supersedes all previous signed agreements between the Parties and sets forth the entire agreement of the Parties with respect to the subject matter hereof and may not be altered, changed abridged or amended other than in writing signed by the Parties.