

## Contractor Network Application and Agreement

SWEPCO's Contractor Network provides services to help residential customers in Arkansas improve the energy efficiency of their home. Only contractors participating in SWEPCO's Contractor Network are eligible to reserve incentives for qualifying projects.

### Contractor Network Benefits

The Program provides the following benefits to participating Contractors:

#### Standard Improvements Solution

- Resources and tools to help you promote the benefits of energy efficiency and SWEPCO's incentives
- Technical and sales trainings for your staff
- Increased demand for your services resulting from SWEPCO's advertising campaign.
- The opportunity to respond to leads generated from a public awareness campaign; and
- Project-based incentives for improving homes with direct install and other eligible measures.

#### Additional benefits with Home Performance with ENERGY STAR® (HPwES)

- Support for training to certify Contractor's staff to conduct comprehensive home energy audits and the purchase of eligible diagnostic equipment to conduct such audits;
- Field mentoring and technical assistance to help Contractors achieve success in delivering high-quality home performance services;
- Affiliation with ENERGY STAR and access to the ENERGY STAR marketing toolkit; and

### Participation Requirements

#### Insurance

During the term, Contractor shall maintain and provide proof of the following minimum insurance coverage. The Commercial General Liability Insurance Minimums must be:

- \$500,000 per occurrence
- \$1,000,000 general aggregate
- \$1,000,000 aggregate for products and completed operations

Contractor certificate of insurance must include the following holder information:

CLEARresult  
Attn: Beth Spencer  
P.O. Box 9567  
Fayetteville, AR 72702

Fax: 479-234-4972

### Certification Requirements

The certifications below are required for contractors installing the measures or performing the services below.

Program	Measure/Service	Required Certifications and Trainings
Standard Improvements/ HPwES	Insulation and Windows	Arkansas Home Improvement License (Companies with project costs exceeding \$2000 on a project.)
	Heat Pump and A/C Replacement	Arkansas HVAC License
	Duct Sealing	
	Air Infiltration	BPI Building Analyst or RESNET HERS Rater Certification
HPwES	Comprehensive Audit	BPI Building Analyst or RESNET HERS Rater Certification

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### Enrollment Instructions

**Step 1:** Complete an Application and Agreement.

**Step 2:** Complete a W-9

**Step 3:** Submit completed Application and Agreement, W-9, certificate of insurance, and copies of required Arkansas licenses and/or training certificates (if applicable) via:

E-Mail: info@SWEPCOgridSMART.com

Fax: (479) 234-4972

Mail: SWEPCO Contractor Network

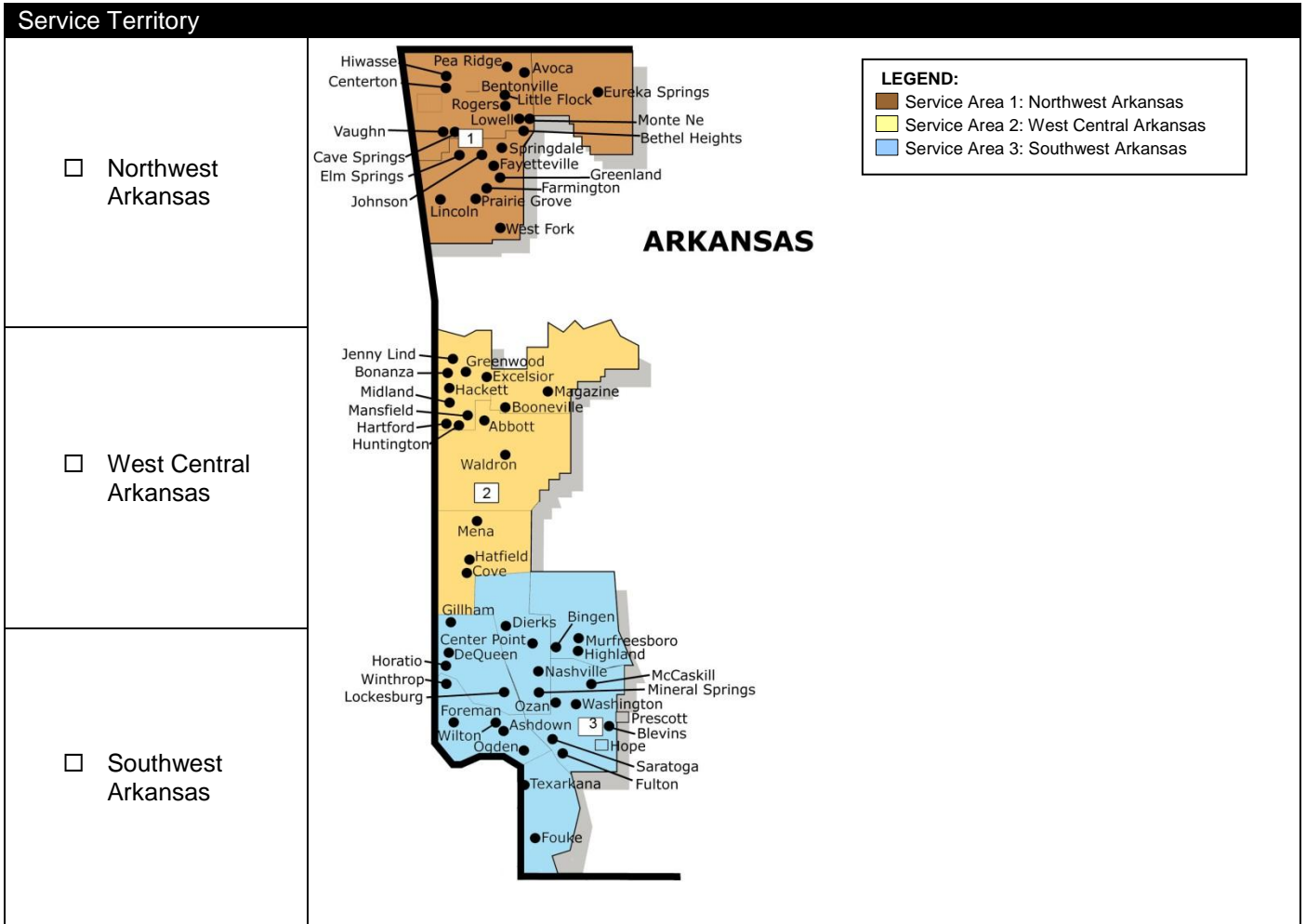
c/o CLEAResult

P.O. Box 9567

Fayetteville, AR 72702

Company Information					
Company Name:					
Address:					
City:		State:		Zip:	
Contact Name:					
Phone:		Fax Number:			
E-Mail Address:					
Website					
Mailing and Rebate Information					
Mailing Address:					
City:		State:		Zip:	
Company Tax ID or SSN:					
Please identify products and/or services provided by company.					
<input type="checkbox"/> Air Conditioning or Heating <input type="checkbox"/> Air Infiltration <input type="checkbox"/> Comprehensive Home Audit (Home Performance with ENERGY STAR® only)*		<input type="checkbox"/> Duct Sealing <input type="checkbox"/> ENERGY STAR Windows		<input type="checkbox"/> Home Walk-Through Assessment <input type="checkbox"/> Insulation	
*Required BPI or RESNET certified auditor on staff? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Staff, Training, and Certifications					
Staff Member Name	Trainings/Certifications			Date Completed	

# Contractor Network Application and Agreement



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## Terms and Conditions

This Residential Contractor Agreement (the "Agreement") is made and entered into by and between CLEAResult, a Texas Corporation (hereinafter "Administrator"), and \_\_\_\_\_ (hereinafter "Contractor"), (Administrator and Contractor each hereinafter referred to as a "Party" and together as the "Parties"). CLEAResult administers the Residential Program (hereinafter "Program") on behalf of Southwestern Electric Power Company, a division of American Electric Power (hereinafter "Sponsor"). In consideration of the mutual covenants and agreements hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

As a Contractor participating in the Program, Contractor hereby agrees to the following:

1. The Contractor agrees to the roles, responsibilities, requirements, policies, terms, conditions, and guidelines of the Program as set forth in the Residential Program Manual.
2. Contractor is an independent contractor in relation to Administrator and Sponsor, and is voluntarily participating in the Program to deliver the services as outlined in the Program Manual directly to Sponsor's customers ("Customer"). As such, Contractor shall not be deemed a partner, agent, or employee of Administrator, Sponsor, or Customer for any purpose. 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.
3. Contractor shall not knowingly misrepresent any information concerning the Program, its purpose, policies, incentives, and procedures, or their role in the Program or relationship with the Administrator or the Sponsor.
4. Contractor acknowledges that incentives will be paid by Sponsor only if: 1) Customer(s) and installed Measure(s) or Services meet the program eligibility requirements outlined in the Program Manual; 2) Measures are installed in project sites that receive delivery of electricity from SPONSOR (including its subsidiaries) as evidenced by the meter number; and 3) 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 may withhold incentive payments committed to the Customer and Contractor if the project site is proven to not receive electric service from Sponsor.
5. Contractor will, at its sole expense, purchase, maintain, and require its agents and subcontractors to purchase and maintain, during the term of its participation in the Program, insurance policies with substantial and sound insurers, having coverage of the types and at least in the amounts specified in this Agreement.
6. Contractor shall not use CLEAResult, AEP, SWEPCO, or Southwestern Electric Power trademarks without written approval by CLEAResult, AEP, SWEPCO, or Southwestern Electric Power, respectively.
7. Administrator has the sole right and authority to determine acceptance of Contractor's Application and resulting right of participation in the Program.
8. Contractor must agree 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.
9. Contractor understands that participation in the Program does not constitute an endorsement of any kind on the part of Administrator or Sponsor. Contractor shall not state or imply any such endorsement, either directly or indirectly, in written or verbal form.
10. Contractor shall not mislead any Customer(s) about the availability of Program incentives or misrepresent its role in the incentive award process. Only Sponsor or Administrator on behalf of Sponsor, in its sole discretion can approve or reallocate Program incentives for a Customer.
11. Contractor must possess the required diagnostic equipment, in good working order, and have the ability to deploy it at each participating location, prior to commencing comprehensive energy audits and installing measures under the Program.
12. Contractor, and 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 Administrator 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, etc.
13. Contractor must agree to allow random field inspections, by Sponsor, the Administrator or its designee, of work that has been performed. Contractor, upon request from Sponsor or Administrator, and at no additional cost to the customer, shall make reasonable repairs or corrections to work that Contractor has performed to bring such work up to Program standards.

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14. Contractor, its employees, agents and subcontractors, represent and warrant that: 1) the Services performed for Customer through the Program shall be performed in a good workmanlike, skilled, and professional manner; 2) the Services shall comply in all material respects with the specification and other requirements set forth in each applicable contract with Customer and in strict accordance with the Program and this Agreement; 3) 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; and 4) Contractor is the lawful owner or licensee of any intellectual property, software programs 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.
15. Contractor understands that Administrator reserves the right to terminate or to modify this Agreement at any time for Contractor's noncompliance with the Program Manual, any law, any clause of this Agreement. In the event of termination of this Agreement by Administrator, Contractor will be notified of such termination in writing, and Contractor will be allowed 30 days from the date of the termination to submit any remaining documentation for qualifying energy efficiency measures that have previously been installed for a Customer by the Contractor.
16. Contractor acknowledges that Administrator is an independent contractor with respect to Sponsor and the Program, and that beyond reserving incentive funds, Administrator is not authorized to make reservations or incur obligations on behalf of Sponsor.
17. Any review, inspection, or acceptance by Administrator or Sponsor of the project site or of the design, construction, installation, operation or maintenance of any energy efficiency measure and/or energy generation measure(s) by Administrator or Sponsor is solely for the information of Sponsor and that, in performing any such inspection or review or in accepting an energy efficiency measure and/or energy generation measure(s), Sponsor makes no representation or warranty whatsoever, whether express or implied, including without limitation warranty of merchantability and fitness for a particular purpose, as to the economic or technical feasibility, capability, safety, or reliability of the energy efficiency measure and/or energy generation measure(s) or its installation by the Contractor.
18. Contractor shall defend, protect, indemnify, and hold harmless Sponsor and Administrator, 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 referred to as 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 (hereinafter referred to as "claims") arising out of contractors, or its agents or subcontractors, acts or omissions incident to or related in any way to, directly or indirectly, the services, 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 Party any defense it may have by virtue of the Workers' Compensation Laws of any state, to the extent allowed by law.
19. In the course of participation in the Program, Contractor may have access to confidential information. Contractor agrees to 1) use such confidential information solely for the purposes for which it is provided; 2) not disclose such confidential information to any third party; and 3) otherwise protect such confidential information from unauthorized use and disclosure to the same extent that it protects its own confidential information of a similar nature. Contractor agrees that each of its agents, subcontractors, and employees working to provide the Services to the Customer shall sign a Confidentiality Agreement agreeing to safeguard confidential information of any customer, and of Administrator and Sponsor.
20. Contractor will not assign any of the rights or responsibilities arising from this Agreement to any individual or entity without first having obtained the written approval of Administrator.
21. In no event shall Administrator or Sponsor be liable to Contractor, its employees, agents, or subcontractors for damages whatsoever (including but not limited to lost profits or interruption of business) arising out of the Program, the Services or related to this Agreement, even if advised of the possibility of such damages.
22. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. The parties agree that the proper venue and jurisdiction for any cause of action relating to this Agreement will be Washington County, Arkansas, unless such cause of action is within the jurisdiction of the Arkansas Public Service Commission (APSC), in which case proper venue and jurisdiction will be at the APSC.
23. Contractor acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms. No modification or waiver of any provision shall be binding unless it is contained in writing signed by both Parties.

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### Tax Implications

Incentives are taxable and, if annual total is greater than \$600, will be reported to the IRS on Form 1099 unless Contractor has indicated Corporation or Exempt tax status on the Contractor information portion of this Agreement. Contractor must provide CLEARresult with its tax identification number on a W9 form. Neither SWEPCO nor CLEARresult will be responsible for any tax liability imposed on the Contractor as a result of Contractor's receipt of incentives. Contractors and customers are encouraged to consult with their tax advisors about the taxability of any incentive payments.

Company: CLEARresult

Company: \_\_\_\_\_

Name: Lisa Grecho

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Residential Program Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_