

## **NIPSCO BUSINESS ENERGY EFFICIENCY PROGRAM TERMS AND CONDITIONS**

NIPSCO's business energy efficiency programs are administered by TRC, a third-party implementation specialist that helps homes save energy.

**As a TRC Trade Ally, I agree to the following conditions:**

### **1 Trade Ally Network Membership Application**

1.1 To be considered a member of the Trade Ally Network for NIPSCO Business Energy Efficiency Program implemented by TRC, each applicant must submit a i) completed Application, ii) current certificate of insurance from a carrier acceptable to TRC and NIPSCO, and iii) proof of good standing (three letters of recommendation). TRC and NIPSCO, in its sole judgment and discretion, will make the determination(s) as to whether the requirements set forth relating to any aspects of Trade Ally membership have been met or whether good cause exists to deny Trade Ally membership.

1.2 Within 30 days of receiving a completed application, TRC and NIPSCO will make a determination on whether this application for Trade Ally membership is approved or denied. The Trade Ally Membership Letter will be sent via email to the Applicant.

Applicant approval will be effective as of the date of letter issuance from the Program.

1.3 Members will be subject to these terms and conditions and all program-specific terms and conditions for participation.

1.4 Trade Ally membership will be effective for a term of one calendar year from the date of the Application Approval e-mail but shall in no event terminate later than December 31, 2026, and will automatically renew each year on the anniversary of such Application Approval e-mail for an additional one year period, unless otherwise suspended or terminated in accordance with these terms and conditions, or any program specific terms and conditions.

1.5 Program Trade Ally, Member may be listed on the TRC program website, TRCSavesEnergy.com, showing their approved participation in the Trade Ally Network after at least one representative has attended a group or individual orientation.

### **2 Membership Responsibilities**

2.1 Member must comply with all laws and maintain all appropriate licenses, registrations, and certifications for the work it is performing.

2.2 Member agrees to represent its business in an ethical, professional manner and as an independent contractor and at no time will it represent its business as an agent or representative of NIPSCO or TRC. Member will act as an independent contractor to provide services to its customers, and no employee of Member will be considered, for any purpose, to be an employee, agent, partner or representative of NIPSCO or TRC. Any contracts between Member and its customers or any third parties shall clearly and conspicuously express that no agency relationship exists between NIPSCO or TRC and the Member. Member has no power or right to bind NIPSCO and TRC or act on its behalf when dealing with customers or third parties. Member, TRC and NIPSCO shall not exercise any control or supervision of one another, nor be responsible for each other in the performance of any service.

2.3 Member understands that there will be inspections and verifications of trade ally work in accordance with policies and procedures of each of the NIPSCO Business Energy Efficiency programs. Member must cooperate with these inspections and verifications, and continue to perform at an acceptable standard. Inspections will verify the project for program purposes only, and no warranty for any purpose is expressed or implied. If Member does not perform at an acceptable standard and, as a result, has its

participation as a trade ally terminated, Member will no longer be entitled to any trade ally benefits.

2.4 Member must maintain good customer service and complete at least one incentive project every 12 months.

### **3 Performance**

3.1 TRC and NIPSCO will track Trade Ally performance by program application. Key Performance Indicator (KPI) metrics will be used to rank members and report on performance.

3.2 A Quality Control and Verification Plan will be implemented for all Trade Allies and shall include:

a) All installations with incentives greater than \$10,000 will be inspected by a TRC technical staff representative.

b) All projects with incentive values equal to or less than \$10,000 will receive 10% inspection. The sites will be selected randomly using a random number generator.

c) Trade Allies with a previously associated problem application or failed inspection will be subject to 100% installation inspection. When a sufficient number of applications are deemed to be satisfactory, inspections will proceed according to general Program specifications.

3.3 The Trade Ally Network will be continuously evaluated and remain flexible, so as to refocus the program as necessary to achieve Program performance goals. Members may be added to the Network, and Members may be removed for continued nonperformance or poor performance.

### **4 Membership Benefits**

4.1 TRC will provide Member with informational training materials and additional training as required by each NIPSCO program for which Member has been approved.

### **5 Participant Relationship and Code of Conduct**

5.1 Member understands that TRC and NIPSCO is not endorsing its business, or warranting or endorsing any equipment that may be sold by Member. Under no circumstances shall TRC and NIPSCO be liable to Member for any direct, indirect, special, consequential or incidental losses, costs or damages arising from or related to any representations, equipment or installation under the program.

5.2 Member will indemnify, reimburse, hold harmless and defend TRC and NIPSCO, as well as its directors, officers and employees, agents and other consultants from any claims, liabilities, damages, costs and expenses of any kind, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other disputed resolution costs arising out of or connected in any way with any act or omission of Member, its employees, agents or subcontractors of any tier or any other entity or person for whom Member is liable, in the performance or nonperformance of services as a Trade Ally member.

5.3 Logo Use: Co-branding and the use of the NIPSCO name or logo are strictly prohibited. This includes the use of the logo on marketing materials, invoicing, website, billboards, or any other company internal or external documents. Violation of this may result in immediate removal from the TA network.

5.4 NIPSCO, TRC and its representatives shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of trade ally or any other persons to hazardous materials of any kind in connection with Member's participation in any NIPSCO program, including and without limitation asbestos, asbestos products, PCBs, or other toxic substances.

5.5 Without limiting the scope or extent of the protection afforded NIPSCO and TRC or the liabilities assumed by Member herein, Member and any subcontractors shall obtain and maintain in force for the entire life of this Agreement the following insurance and name TRC corporation, its subsidiary and affiliates as additional insured on primary and non-contributory basis and include a severability of interest provision:

a) Commercial General Liability insurance on the premises and Services covered by this Agreement and specifically including, without limitation, contractual liability insurance to cover liability assumed by Member with combined single limits, per accident, of not less than \$1,000,000 for bodily injury, including death and property damage..

b) Worker's Compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000.

c) Comprehensive Auto Liability insurance which has minimum combined single limits for bodily injury and property damage of \$1,000,000 per accident. The Comprehensive Auto Liability policy shall include owned and blanket non-owned and hired coverage.

5.5 Member shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against TRC and NIPSCO, its directors, officers, agents and employees, and Member shall indemnify TRC and NIPSCO against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver.

5.6 Member shall, before the commencement of any Services, furnish TRC and NIPSCO with a certificate from an insurance carrier acceptable to TRC and NIPSCO stating that policies of insurance carrier acceptable to TRC and NIPSCO have been issued by it to Member and any subcontractors providing for the insurance listed above and that such policies are in force. All such certificate(s) shall state that the insurance carrier(s) will give TRC and NIPSCO thirty (30) days prior written notice (by first class mail) of any cancellation or material change in such policies, addressed to TRC, Attention: NIPSCO Business Energy Efficiency, 1000, Clark Avenue, Floor 4, Saint Louis, MO 63102

## **6 Withdrawal and Revocation of Trade Ally Membership**

6.1 Trade ally status may not be assigned. Member may discontinue participating as a trade ally by notifying TRC and NIPSCO in writing of that decision. TRC and NIPSCO may suspend and or end Member's participation at any time, in its sole discretion, by notifying Member in writing of that decision or in accordance with the program requirements for any program for which Member has been approved as a trade ally. TRC and NIPSCO reserves the right to terminate or modify the NIPSCO Business.

6.2 Energy Efficiency Program at any time and without prior notice to Member.

6.3 Trade ally status may be terminated without penalty by trade ally or by Program Representative for any reason, at any time. Written notice of termination must be sent by the terminating party to the non-terminating party by mail or e-mail. When termination is initiated by written notice, termination will be effective as of the date the termination letter is received by the non-terminating party.