



**Central Hudson Gas and Electric
Trade Ally Participating Contractor Agreement
Valid May 18, 2009 through December 31, 2011**

Introduction:

Residential and commercial electric and gas customers, as well as participating Trade Allies who perform work in Central Hudson Gas and Electric (Central Hudson) service territory, may be eligible to receive incentives for the purchase and installation of new, high efficiency gas and electric equipment. Trade Allies throughout Central Hudson's region will be able to market these incentives to their customers by signing this agreement and by maintaining good standing in the program. Customers must have work completed by participating Trade Allies in order to be eligible to receive incentives.

This Agreement outlines the responsibilities and requirements of contractors who would like to participate in Central Hudson Gas and Electric's Energy Efficiency Programs. Except where otherwise noted, "the utility" refers to Central Hudson Gas and Electric, "the participating contractor" refers to the contractor specifically bound as a signatory to this Agreement, and "the implementing contractor" refers to Honeywell International, Inc. and/or Honeywell Utility Solutions Group.

This Agreement supersedes any previous agreement with respect to the subject matter hereof, is completely voluntary and can be terminated at any time and for any reason by the participating contractor or by Central Hudson Gas and Electric.

Benefits to Trade Allies:

The utility and implementing contractor will provide the following support to participating Trade Allies:

- The ability to both market and apply for incentives for the installation of specific high efficiency gas and electric equipment as per individual program incentive forms,
- Access to program marketing materials such as program branding materials, program literature, incentive forms, listing on program website, advertising campaigns, etc,
- Administrative training on program requirements and participation requirements,
- Possible cash incentives for contractors providing specific services,
- Easy access to program support resources.

Participation Requirements:

Individual terms and conditions will apply for Central Hudson's Energy Efficiency Program as per each program incentive form. The participating contractor will inform and educate customers that they are ineligible to apply for incentives from other energy efficiency programs, with the exception of applying for tax credits from state and or federal governments. Please consult each incentive program for additional information. Participating contractors acknowledge and agree that they participate in the Central Hudson's Energy Efficiency program at the sole discretion of the utility and the implementing contractor and are subject to removal from the program and discontinuation of eligibility to market incentives to Central Hudson's customers if they fail to



comply with the terms and spirit of this Agreement or if Central Hudson or the implementing contractor in its discretion shall elect to terminate this agreement with the participating contractor. In the event a participating contractor is removed from the program, they shall immediately cease promoting their participation in Central Hudson's Energy Efficiency Programs and shall return (at their own expense) any marketing material provided by the program. A removed participating contractor shall not be eligible for consideration to be reinstated for twelve calendar months from the date of notification of removal. A removed participating contractor shall have a one-time option to appeal the removal decision in writing to the implementing contractor. All decisions of the utility and the implementing contractor shall be final and binding.

The following guidelines apply:

- Participating contractor shall maintain any and all relevant licenses as required by federal, state, county, or municipal government for work in the trades that it undertakes through this program.
- Participating contractor shall maintain general liability insurance coverage of at least \$ 1 million.
- Participating contractors shall maintain effective procedures for quality control, resolution of customer complaints or disputes, and response to customer emergencies.
- Participating contractors shall properly represent the relationship between the participating contractor, the utility and the implementing contractor. The participating contractor and its employees shall not represent themselves as employees and/or agents of, or certified by the utility or the implementing contractor.
- The participating contractor acknowledges and agrees that the participating contractor's participation in the program is in no way to be construed as an endorsement by the utility or the implementing contractor of the participating contractor's work.
- The participating contractor is acting as an independent contractor under this program, and has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be provided to customers in connection with the program.

Incentive Eligibility:

Incentives for the same equipment installation will not be paid to customers or contractors who may apply for incentives through other state energy efficiency programs. The participating contractor will inform and educate customers that they are ineligible to apply for incentives from other state energy efficiency programs for the same equipment installation, with the exception of applying for tax credits from state and or federal governments.

Post-Installation Work Verification:

Central Hudson or its program implementer may conduct random field inspections on work performed under this Agreement in order to maintain the quality standards sought by this program. If an inspection by the utility, the implementing contractor or any other entity authorized by the utility determines that actual field conditions do not corroborate conditions indicated on a participating contractor's and/or customer's application, he/she may become ineligible for the incentive applied for. A participating contractor's failure to meet minimum

program standards and correct deficiencies may lead to the participating contractor being removed from the program and rendering the participating contractor and their customers ineligible to receive future incentives under the program.

Indemnification and Limitation of Liability:

In no event shall the utility or the implementing contractor have any liability for claims of any kind, whether based on contract, tort (including negligence and strict liability), or otherwise, for any loss or damage sustained or incurred by any third party relating to this Agreement or the performance of services or participation by the participating contractor in the Energy Efficiency programs. The participating contractor hereby releases and discharges the utility and the implementing contractor from all liability for such claims. The participating contractor shall, to the fullest extent permitted by law, assume all liability for and agree to indemnify, defend (at utility's option) and hold harmless the utility and the implementing contractor and their respective affiliates, officers, directors, agents, servants, employees and representatives from and against any and all liabilities, losses, claims, damages, suit charges, costs, expenses (including attorney's fees and costs) demands and causes of actions of every kind or character arising or alleged to have arisen out of any claims (just or unjust) for damages for personal injury, including death to any employee or person, for damage or injury to property and from any and all resulting damages, expenses, costs and fees, arising out of or in any way occurring incident to the performance of the agreement and/or the acts or omissions of the participating contractor, its employees and/or subcontractors. Additionally, the participating contractor agrees to assume all liabilities or attorney's fees and other costs incurred by the utility arising out of the utility's efforts to enforce the provisions of this section. Where used in this Section, the term "Participating Contractor" shall also include any subcontractor, or any person, firm or entity directly or indirectly employed by or under contract with either participating Contractor or subcontractor or supplier to Contractor.

The indemnification obligations of the participating contractor provided for herein shall apply irrespective of any partial or contributed negligence or alleged partial or contributed negligence of the utility and or implementing contractor, except to the extent, if any, that the provisions of Section 5-322.1 of the New York General Obligations Law requires otherwise. The participating contractor shall nevertheless remain liable hereunder on account of the negligence of a party other than the utility and/or implementing contractor whether or not the utility is partially negligent.

The indemnification obligations of participating Contractor provided for herein shall in all events survive performance of the other obligations of Contractor under the Agreement and shall survive termination of the Agreement for any reason.

Tax Liability:

Incentives may be taxable as gross income to parties receiving incentives. The utility or implementing contractor is not responsible for any taxes that may be imposed as a result of receiving incentives through this program.

Trademarks and Other Intellectual Property:

- A. Central Hudson reserves all ownership rights in the Central Hudson Trademarks (as defined below). Except as expressly provided in this Agreement, Central Hudson does not transfer or license any trademark or other intellectual property right to participating contractor.
- B. Central Hudson authorizes the participating contractor to use Central Hudson's Trademarks and other intellectual property solely for the purposes contemplated by this Agreement. The participating contractor shall not register, apply to register, or claim any rights to any trademark that contains Central Hudson's Trademarks. All uses by the participating contractor of Central Hudson's Trademarks shall inure solely to the benefit of Central Hudson. Notwithstanding the foregoing, any use by participating contractor of Central Hudson's Trademarks or intellectual property rights is subject to and must obtain the prior written consent of Central Hudson.
- C. Upon expiration or termination of this Agreement, participating contractor agrees to immediately cease the use of and shall not thereafter use Central Hudson's Trademarks.
- D. For purposes of this Agreement, Central Hudson's Trademarks shall include any trademarks, service marks, names, logos, and designs of Central Hudson (including program marketing materials) that are now or hereafter owned, claimed, adopted, acquired, or used by Central Hudson, its parent, subsidiaries, affiliated or related companies.



Company Name _____

Address _____

Address

City

State

Zip

Business Phone/Fax _____

Area Code Phone

Area Code

Fax

Business Website _____

Primary Contact _____

E-mail _____

Is your company BPI certified? Yes No

Please Select Energy Efficiency Programs to participate in:

Home Energy SavingsCentral

Business Energy SavingsCentral

Agreed to by:

Participating Contractor Name

Central Hudson Gas & Electric

Name

Name

Signature

Signature

Date

Date

Please mail or fax this completed form to:

Honeywell
7000A Airways Park Drive
East Syracuse, NY 13057
Fax (315) 463-7393

