

## 2020-2022 TRADE ALLY PARTICIPATION AGREEMENT

### 1 Program Requirements

The Trade Ally must be enrolled and in good standing with Evergy Energy Savings to be eligible to submit applications on behalf of Evergy customers. Please complete all fields and provide all requested documents in order to complete enrollment. Failure to provide requested information will result in postponed project processing. Completion of this form does not guarantee acceptance in the Trade Ally Alliance. Evergy reserves the right to decline participation requests for any reason, including, but not limited to, prior program misrepresentation, fraud, and customer complaints.

It is the Trade Ally's responsibility to inform Evergy of any changes to the information provided here. Confirmation of Trade Ally enrollment does not imply endorsement, certification, or qualification of applicant's company, products, or services. Subsequently, Trade Allies may not represent themselves as being endorsed by Evergy. Use of the Evergy name or logo by a Trade Ally is not permitted without prior approval from Evergy.

**To enroll as a Trade Ally for Residential offerings**, submit this form and a copy of your W-9, a copy of your liability insurance, and a copy of at least one business license issued by a municipality where you perform installation services, to [residentialrebates@Evergy.com](mailto:residentialrebates@Evergy.com) or fax **877-574-3340**. For any questions on Residential offerings, call **855-537-5123**.

### 2 Trade Ally Information

*Please complete a new application for each subsidiary/branch.*

Company name		<input type="checkbox"/> Primary <input type="checkbox"/> Branch		Name of contact person	
Physical address	City	State	Zip	County	
Mailing address	City	State	Zip	County	
Main phone number		Fax			
Primary email (please provide single contact email for company)		Website			
Tax ID number		Are there any other branches with this same tax ID? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Social Security number					

Tax status  Corporation  Partnership  Sole proprietorship  LLC

### 3 Customer Market

*Please check the types of customers you serve (check all that apply)*

Residential
  Small commercial
  Large commercial
  Industrial

### 4 Trade Ally Category

*Please indicate which category best defines your business (check all that apply)*

Architect  Auditor  Construction  Consultant  
 Engineer  ESCO  General contractor  Contractor/Installer  
 Manufacturing/Manufacturer representative  Retailer  Wholesale/Distributor  
 Other

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### 5 Services Offered

*Please check all that apply*

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> Building envelope                   | <input type="checkbox"/> Commissioning      | <input type="checkbox"/> Commercial food service equipment | <input type="checkbox"/> Controls: Building automation |
| <input type="checkbox"/> Controls: Industrial system/process | <input type="checkbox"/> Controls: Lighting | <input type="checkbox"/> Design/build services             | <input type="checkbox"/> Electrical                    |
| <input type="checkbox"/> Energy management                   | <input type="checkbox"/> HVAC/mechanical    | <input type="checkbox"/> Information technology            | <input type="checkbox"/> Lighting                      |
| <input type="checkbox"/> Motors/drivers (VFDs)               | <input type="checkbox"/> New construction   | <input type="checkbox"/> Pump systems                      | <input type="checkbox"/> Refrigeration: Commercial     |
| <input type="checkbox"/> Refrigeration: Industrial           | <input type="checkbox"/> Retrocommissioning | <input type="checkbox"/> Water heating                     |  |
| <input type="checkbox"/> Other                               |   |  |  |

### 6 Additional Contact Information for this Location/Branch (optional)

Primary contact name		Title/Department
Phone number		Cell phone
Email	Certifications	
Secondary contact name		Title/Department
Phone number		Cell phone
Email	Certifications	
Additional contact name		Title/Department
Phone number		Cell phone
Email	Certifications	
Additional contact name		Title/Department
Phone number		Cell phone
Email	Certifications	
Additional contact name		Title/Department
Phone number		Cell phone
Email	Certifications	

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### 7 Business Licenses

List all states and municipalities in which you are licensed to perform installations/services, as well as associated license numbers and expiration dates.

Attach at least one copy of these licenses and submit with your application.

Issuing state/municipality:	License number:	Expiration date:

### 8 Proof of Liability Insurance

Please complete information below. Attach a copy of insurance policy and submit with your application.

Insurance company	Policy number	Expiration date:

### 9 Other Program Participation

Please tell us which other utility program(s) you participate in and in which markets.

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### 10 Applicant Signature

Applicant signature	Print name	Date

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*Evergy requires the following participation and invoicing standards for the Trade Ally to remain enrolled in the Evergy Energy Savings offerings.*

### Trade Ally Participation

Trade Ally must:

1. Complete Trade Ally application including all requested certifications and licenses.
  - a. The Trade Ally must maintain required certifications, and carry the usual, appropriate and legally required insurance for their type of business.
  - b. The Trade Ally must notify Evergy of any changes to these documents.
2. Trade Allies must submit at least one qualifying project per quarter to be listed in the online directory as an authorized Evergy Trade Ally.
  - a. Participation rates will be reviewed at the beginning of each quarter, and we will provide a one quarter “catch up” period for any Trade Allies that were not able to submit a project in the previous quarter.
  - b. Trade Allies not participating at the required level will then be removed from the Trade Ally Alliance directory.
3. Complete Program Participation Training session either in-person or webinar for every staff member interfacing with the Program.
4. Comply with Code of Conduct.
5. Contractor agrees to abide by the customer-facing Terms and Conditions and agrees to help the customer fulfill all requirements as noted.
6. Contractor agrees to submit a rebate application on behalf of the customer no more than 30 days after the date of installation of the rebate qualifying equipment.
7. Other types of Trade Allies such as manufacturers and consultants that wish to be listed in the Trade Ally Alliance directory will not be subject to participation requirements 1 or 2 listed above.

### Project Application

1. Applications shall be submitted as specified on the program applications and include all required supporting documentation.
2. Project cost must include disclosure of any and all discounts, whether they are granted during pre- or post-installation outlined on required invoices.

### Trade Ally Code of Conduct

The Trade Ally agrees to:

1. Conduct business in an honest and ethical manner.
2. Avoid conflicts of interest with all parties.
3. Comply with applicable laws, ordinances, regulations, and codes.
4. Fulfill contractual obligations.
5. Represent program in a manner that does not adversely affect Evergy’s business, operations, reputation, program integrity, or customer satisfaction.
6. Respectful treatment of the customer’s facility and property, including communication with the customer and Evergy when damage to the facility or property has occurred as a result of Trade Ally project implementation.
7. Truth in all aspects of engagement with Evergy. This includes accuracy and transparency of all submitted documentation, project costs, energy savings projections, and equipment performance claims.

### Non-Compliance

1. If Trade Ally fails to comply with the Code of Conduct in any way, Evergy may, in its sole and absolute discretion, inspect all projects, suspend Trade Ally, and/or terminate Trade Ally status.
2. Evergy reserves the right to exercise full discretion in Trade Ally expulsion for all non-compliance issues, particularly those involving fraud, improper customer interaction or program misrepresentation.

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### Terms and Conditions

#### Term

Trade Ally status shall commence on the date this application is accepted by Evergy and shall continue until terminated in writing by either party as set forth below.

#### Termination

Trade Ally status may be terminated without penalty by Trade Ally or by Evergy for any reason, at any time. Written notice of termination must be sent to the non-terminating party by mail, fax, or email. 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. Upon termination, Trade Ally, and if applicable, Trade Ally's customer, shall be eligible to receive incentive payments earned prior to the termination of Trade Ally status. Notwithstanding anything to the contrary, no payments will be made for any anticipated profits, revenues or the like as a result of termination.

#### Indemnification

Trade Ally agrees to indemnify, defend, and hold harmless Evergy, MEEIA, the State of Missouri and their respective affiliates, subsidiaries, parent companies, officers, directors, agents, and employees, against all losses, damages, expenses, fees, costs, and liability arising from any product, system, equipment, or appliance ordered or installed by Trade Ally. The Trade Ally agrees that such obligations under this section shall survive any expiration or termination of this application and shall not be limited by any enumeration herein of required insurance coverage. To the maximum extent permitted by law, the Applicant agrees to limit Evergy's liability to the Applicant for any reason to the total amount of the payments identified in this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Under no circumstances will Evergy, MEEIA, the State of Missouri, and their respective affiliates, subsidiaries, parent companies, officers, directors, agents, and employees be responsible for any indirect, special, or consequential damages, however they may occur.

#### Independent Trade Ally

Trade Ally may present himself/herself/itself as an Ally of the Evergy Energy Savings offerings. By signing this application, Trade Ally does not become an agent, employee, or representative of the Evergy Energy Savings offering, Evergy, MEEIA, or the State of Missouri. The parties shall not be considered to be joint venturers, partners, agents, servants, employees, fiduciaries, or representatives of each other, and no party shall have the right or power to bind or obligate any other party to, or third-party beneficiary of, these terms and conditions.

#### No Representations

Trade Ally shall not, directly or indirectly, represent the Trade Ally's products, services, offerings, or work to potential customers or others as being endorsed, guaranteed, or warranted in any way by Evergy, the Evergy Energy Savings offerings, the State of Missouri, or MEEIA. Use of the Evergy name or logo by Trade Ally is NOT permitted without prior written approval from Evergy.

#### Confidentiality

Each party may have access to confidential or proprietary information of the other during participation in the Evergy Energy Savings offerings and accordingly agree to disclose such information only to its personnel who have a need to know such information in connection with the performance of the program and who are subject to nondisclosure requirements at least as restrictive as those contained herein.

#### Codes and Licensing

Trade Ally and its subcontractors shall comply with and conform to all federal, state, local, and international laws, statutes, ordinances, regulations, rules, codes (including building codes), and orders applicable to Trade Ally, its business, and the work performed by Trade Ally. Trade Ally represents and warrants that Trade Ally has obtained, and currently maintains, all federal, state, local, and foreign governmental franchises, licenses, and permits material to and necessary in the conduct of Trade Ally's business and that Trade Ally is not subject to, or party to, any license, permit, law, rule, ordinance, regulation, order, judgment, or decree, or any other restriction of any kind or character, which adversely affects the business practices, operations, or condition of Trade Ally's business.

#### Insurance

Trade Ally agrees to carry usual and customary, appropriate and legally required insurance for their type of business. At a minimum, Trade Ally 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 with an A.M. Best's rating of A-;VII or other agency equivalent, having coverage of at least the following types and minimum coverage amounts: commercial general liability with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; automobile liability with a limit of not less than \$500,000 combined single limit; workers compensation as required by state law with liability limits of not less than \$500,000 each accident for bodily injury by accident and by disease; and commercial excess or umbrella insurance with a limit of not less than \$1,000,000 per occurrence.

#### Program Procedures and Scope of Service

Trade Ally shall provide diagnostic and/or installation services consistent with the procedures and requirements set forth in the applicable program, including all updates, supplied to Trade Ally under separate cover and incorporated herein by reference. Trade Ally acknowledges that Trade Ally has received, read, and agrees to comply with the program procedures outlined in the Program Guidelines and Qualifications.

#### Misrepresentation

Making false statements on any Evergy Energy Savings incentive application is punishable under the law. Any person who knowingly files an application containing any materially false information or who purposely and misleadingly conceals information commits a fraudulent act that subjects such person to criminal and civil penalties. Any and all funds determined, in Evergy's sole discretion, to have been acquired on the basis of fraudulent or misrepresented information must be fully returned to Evergy. Should the Applicant or its representative apply for and receive duplicate payment, Evergy reserves the right to recover payments made in excess of the entitled incentive. This section shall not limit other remedies that may be available for the filing of false or fraudulent applications.