Business Energy Upgrades



Trade Ally Application and Agreement

3. Termination of Agreement

Letter of Agreement (continued)

- a. Trade Ally may terminate this Agreement by providing 30 days written notice prior to termination.
- b. JEA reserves the right to terminate this Agreement for any reason, including, without limitation, if any of the following occurs:
 - Trade Ally fails to comply with any program rules or guidelines.
 - Trade Ally misrepresents JEA's programs to customers and/or other parties.
 - Trade Ally knowingly provides false or incorrect information to JEA.
 - JEA's rebate program is terminated for any reason.
 - In JEA's sole discretion it is deemed that contractor is practicing unfair business practices.
- c. JEA will review Trade Ally status in the first quarter of each year. In addition to the termination provision in section "b" above, JEA reserves the right to terminate this Agreement if, upon such annual review, JEA determines (1) Trade Ally has not completed at least one project installation in the past twelve months, (2) Trade Ally has not submitted at least one valid new project in the past twelve months, or (3) Trade Ally does not have at least one active project as of January 1st of the current year.
- d. If Trade Ally's participation is terminated for any reason, JEA will provide customer incentives for qualifying equipment that has been purchased and installed under the terms of a fully executed incentive agreement prior to the termination date. Customer incentives for equipment purchased from or installed by the terminated Trade Ally after the termination date will not be paid.
- e. If JEA terminates this Agreement for any reason, JEA will exclude Trade Ally from participating in the JEA Trade Ally Program.
- f. JEA and its agents shall not be liable for any commitments made by Trade Allies to customers after termination of this Agreement. Further, JEA and its agents shall not be liable for any incentives if Trade Ally has provided incorrect information about the amount or conditions associated with receiving such rebate, or for rebate ineligibility resulting from equipment that is mislabeled or misrepresented by the Trade Ally.

Trade Ally acknowledges and understands this Agreement and has elected by signing below to participate in the JEA InvestSmart Trade Alliance.

Please type or print):			
Зу:		 	
Fitle:		 	
Name:	Date:		
Please submit completed applications to: IFAT	rade∆lliance@nevant.com		

Contact Information:
InvestSmart Trade Alliance
6620 Southpoint Drive South, Suite 630
Jacksonville, FL 32216
email: JEATradeAlliance@nexant.com
phone: (904) 683-1625



JEA

Business Energy Upgrades

Trade Ally Application and Agreement

		Phor	ne: ()		
Contractor's license #	t:	Florida Tax Commission #:			
Contact name:	Contact title:				
Address:		City:	State: Zip:		
Cell Phone: ()		Contact fax: ()			
Email:					
Our company provid	des services for the followin	g customers (check all t	that apply):		
□ Commercial	□ Industrial				
Our company servic	ces include (check all that a	ipply):			
□ Electrical	□ Lighting	□ Lighting Controls	□ Water Heating		
☐ Space Heating/C	Cooling 🗆 Insulation	☐ Boilers	☐ Windows		
□ Duct Sealing	Clothes Washer	☐ Controls	☐ Food Service Equipment		
□ Other					
Our company is (ch	eck all that apply):				
□ Contractor	☐ Distributor ☐	Manufacturer	☐ Manufacturer's Representative		
For key company pe	· -	ducation and experience	in energy efficient applications.		
For key company poinclude any profess	ersonnel, please list title, ed sional certifications and cou	ducation and experience	in energy efficient applications.		
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Reference Name

Company Information (continued)

Trade Ally Application and Agreement

What experience has your corequipment in the last five year				
company is applying for (as o			on or the made may c	acogorioo your
Customer References				•
Please list three of your comme in the last five years.	erciai, industriai or resid	entiai customers who have	e installed energy-eπί	cient equipment
Reference Customer Name	Contact Name	Phone	City	
· ·				
Trade References				

Phone

City

Contact Name

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Business Energy Upgrades

Trade Ally Application and Agreement

Letter of Agreement between JEA and

(Trade Ally)	 	
(Business Address)		

(City, State, Zip)

JEA sponsors the JEA Trade Ally Program ("TAP") to encourage the sales and installation of energy-efficient equipment in residential and business facilities in JEA's service territory. This Letter of Agreement ("Agreement") sets forth the terms and conditions pursuant to which JEA will offer marketing and sales support to Trade Allies.

1. JEA Marketing and Sales Support

- a. JEA, under the terms and conditions of this Agreement, may offer marketing and sales support to Trade Allies.
- b. JEA (or implementation contractors) may provide program training or seminars.
- c. Contact and participation information for Trade Allies will be listed on the program website.

2. Responsibilities of Trade Ally

- a. Trade Ally will maintain the appropriate license(s) and adhere to the requirements within the state where recommendations are made and/or workmanship is performed under this agreement and will notify JEA of any change in the status of such license(s). Trade Ally will also comply with insurance, certification, and training requirements as stated in JEA's Trade Ally Manual.
- b. Trade Ally will recommend and/or install energy-efficient equipment in accordance with accepted industry standards. In the event that any applicable statute, regulation, ordinance or code conflicts with those standards, it shall have precedence over those standards.
- c. Trade Allies who are not the installing contractor and who, upon request, recommend installation contractors will recommend (in writing) only those installation contractors who are appropriately licensed to do the work.
- d. Trade Ally will accurately communicate program requirements and offerings to customer and provide program information supplied by JEA as applicable during sales and installation processes. Trade Ally understands the eligibility requirements of the programs and agrees to provide customer support so the customer can make an informed program choice.
- e. Trade Ally will not use JEA's corporate name, trademark, trade name, logo, identity, or any affiliation on Trade Ally marketing or other materials (printed copy or electronic) for any reason, including, without limitation, soliciting customers, without JEA's prior written consent.
- f. Participation in the JEA InvestSmart Trade Alliance does not guarantee a Trade Ally will receive any referrals under this Agreement.
- g. Trade Ally agrees to defend, and hold harmless JEA, its agents and employees from and against all claims, losses, damages and expenses, including, without limitation, attorney fees at trial and appeal, on account of injury to person or property or in any way arising out of or related to the performance of this Agreement, excepting only those due specifically to the negligence of JEA.
- h. Trade Ally agrees to represent its business as an independent contractor and at no time shall Trade Ally represent itself as an agent or representative of JEA. Under this Agreement Trade Ally will act as an independent contractor to provide services to the customer, and neither Trade Ally nor any Trade Ally employee(s) shall be considered, for any purpose, to be an employee, agent, partner or representative of JEA, and neither Trade Ally nor any Trade Ally employee(s) shall have any power or right to bind JEA to any obligation, or act on behalf of or in the name of JEA in dealing with customers or third parties. The parties will not exercise any control or supervision of each other or be responsible for each other in the performance of any service.

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