



**Letter of Agreement (continued)**

**3. Termination of Agreement**

- 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):

By: \_\_\_\_\_

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

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

Please submit completed applications to: JEATradeAlliance@nexant.com



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



**Company Information**

Company name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Contractor's license #: \_\_\_\_\_ Florida Tax Commission #: \_\_\_\_\_

Contact name: \_\_\_\_\_ Contact title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: ( ) \_\_\_\_\_ Contact fax: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

**Our company provides services for the following customers (check all that apply):**

- Commercial       Industrial

**Our company services include (check all that apply):**

- Electrical       Lighting       Lighting Controls       Water Heating  
 Space Heating/Cooling       Insulation       Boilers       Windows  
 Duct Sealing       Clothes Washer       Controls       Food Service Equipment  
 Other \_\_\_\_\_

**Our company is (check all that apply):**

- Contractor       Distributor       Manufacturer       Manufacturer's Representative  
 Other \_\_\_\_\_

**For key company personnel, please list title, education and experience in energy efficient applications. Include any professional certifications and course work:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Licenses and Certifications:**       Insurance Certificate Included

License #	Issued to (Name)	Class	Description	Expiration Date

