

# Residential Energy Efficiency HVAC and Water Heating Program Participating Contractor Agreement



## Overview

This Agreement outlines the responsibilities and requirements of contractors who wish to participate in the Residential Energy Efficiency HVAC and Water Heating Program, hereinafter referred to as “the Program”, offered by FirstEnergy in their service territory as served by its Pennsylvania operating companies (Met-Ed, Penelec, Penn Power and West Penn Power). Except where otherwise noted in this document, “FE PA Utilities” and or the “Utility” refer to Met-Ed, Penelec, Penn Power and West Penn Power, FirstEnergy’s Pennsylvania utilities (FirstEnergy). The term “Participating Contractor” refers to the contractor specifically bound as a signatory to this Agreement.

Residential electric customers in FE PA Utilities’ service territory may be eligible to receive incentives for the purchase and installation of new, high-efficiency heating, ventilation, central air conditioning equipment, electric and solar thermal water heating equipment and maintenance tune-ups of existing HVAC equipment. Participating Contractors throughout the service territory served by the FE PA Utilities will be able to market these incentives to their customers by signing this Agreement and by maintaining good standing in the program. 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 the Utility.

## Participating Contractor Benefits

FE PA Utilities and Franklin Energy will provide the following support to Participating Contractors:

- Access to program marketing materials
- Training on program requirements and participation requirements as offered
- Email communication on program updates and changes

CONTRACTOR INFORMATION										
Participating Contractor Business Name:										
Phone:		Website:					No. of Employees:			
PA Contractor License #						Tax ID:				
Address:							County:			
City:					State:	PA	ZIP:			
Contact Name:					Title:					
Phone:		Email:								
City/Countries served:										
Is your business classified as one of the following?		If so, check which: <input type="checkbox"/> Women-owned <input type="checkbox"/> Minority-owned <input type="checkbox"/> Veteran-owned								
Main Business Type: (Please select the most applicable)		<input type="checkbox"/> Contractor <input type="checkbox"/> Distributor <input type="checkbox"/> Consultant Other: _____								
The primary products and services your business offers: (Please select all that apply)										
<input type="checkbox"/> A/C & Heat Pump Installation & Tune-Ups					<input type="checkbox"/> Geothermal Heat Pump Installation					
<input type="checkbox"/> Heat Pump Water Heater Installation					<input type="checkbox"/> Solar Water Heater Installation					
How many projects has your company completed with utility energy efficiency programs in the past?										
<input type="checkbox"/> 0 Projects <input type="checkbox"/> 1 Project <input type="checkbox"/> 2-5 Projects <input type="checkbox"/> 6-10 Projects <input type="checkbox"/> 11-25 Projects <input type="checkbox"/> 26-50 Projects <input type="checkbox"/> More than 50 Projects										
Please list any relevant licenses, professional certifications and memberships.										
Would you be interested in the opportunity of receiving the rebate directly, by offering your customers the rebate at the time of purchase?					<input type="checkbox"/> Yes <input type="checkbox"/> No					



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## Terms and Conditions

1. Applicant agrees to actively promote the FirstEnergy PA Utilities' Residential Energy Efficiency HVAC and Water Heating Program as described on individual program applications.
  2. Applicant agrees to comply with any published Program guidelines.
  3. FirstEnergy PA Utilities and its program administrator, Franklin Energy Services, LLC (the Companies) may include applicant's name as a Participating Contractor in the Program.
  4. Applicant agrees to abide by all applicable laws, building codes and federal, state and local licensing and permitting requirements.
  5. Participation is valid for the duration of the Programs unless terminated at the sole discretion of the Companies.
  6. The Companies reserve the right to discontinue or change any Program at any time.
  7. The Companies do not endorse any particular manufacturer, product or system design within the Program.
  8. The Companies will not be responsible for any tax liability imposed on the customer or Participating Contractor as a result of the payment of rebates.
  9. The Companies do not expressly or implicitly warrant the performance of Participating Contractor or installed equipment.
  10. The Companies are not responsible for the disposal or recycling of any waste generated as a result of any project. Participating Contractor shall be responsible for disposal or recycling of any waste generated as a result of any project.
  11. The acceptance of Program agreements is determined solely by the Companies.
  12. Companies are not liable for any damage caused by the installation of equipment, nor for any damage caused by the malfunction of installed equipment.
  13. Participating Contractor shall indemnify the Companies and its parent, affiliates, subsidiaries, employees and agents for any third party claims or liability whatsoever, arising out of or related to the acts or omissions of Participating Contractor.
  14. Program staff reserves the right to conduct on-site pre-inspections and post-inspections of proposed and installed projects.
  15. Trademarks and other Intellectual Property
    - A. FE PA Utilities reserves all ownership rights in the FE PA Utilities' trademarks (as defined below). Except as expressly provided in this Agreement, FE PA Utilities does not transfer or license any trademark or other intellectual property rights to Participating Contractor.
    - B. FE PA Utilities authorizes the participating contractor to use FE PA Utilities' 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 FE PA Utilities' program materials.
  - C. Upon expiration or termination of this Agreement, participating contractor agrees to immediately cease the use of and shall not thereafter use FE PA Utilities' trademarks.
  - D. For purposes of this Agreement, FE PA Utilities' trademarks shall include program marketing materials that are now or hereafter owned, claimed, adopted, acquired, or used by FE PA Utilities.
16. Insurance Requirements:
- A. Participating Contractor's Insurance. Participating Contractor agrees to secure and maintain in force minimum policies of insurance of the types listed below and shall furnish to Utility, prior to starting work and throughout the duration of the work, certificates of insurance evidencing current coverage listed below.
    1. Commercial General Liability (CGL) insurance including products-completed operations, independent contractors, and contractual liability coverages. Coverage under this policy shall have limits of liability of not less than \$2,000,000 per occurrence, combined single limit for bodily injury (including disease or death), personal injury, and property damage (including loss of use) liability.
    2. Automobile Liability insurance, including non-ownership and hired car endorsement, with minimum limits of \$1,000,000 per occurrence, combined single limit.
    3. Worker's Compensation coverage in the statutory amounts under the worker's compensation act(s) of the location(s) in which the Work is to be performed, for the current period.
    4. Employer's Liability with a minimum limit of \$1,000,000 for each accident or illness.
    5. Crime insurance with a minimum limit of \$1,000,000 for each occurrence. Any of the above per-occurrence limits may be satisfied by a combination of primary and excess liability coverage.
  - B. Additional Insured. FirstEnergy Corp. and its subsidiaries and affiliates shall be included by participating Contractor as an additional insured to participating Participating Contractor's CGL and Automobile Liability policies ("Policies"), identified in the preceding paragraph, for any losses resulting from, or related to, the Contractor's sole or concurrent negligence. Said Policies shall provide primary and non-contributory coverage to the additional insured in relation to any insurance carried by Utility for the same losses, and shall contain a cross-liability clause providing severability of interests so that coverage will respond as if separate policies were in force for each insured. A signed copy of the endorsement adding FirstEnergy Corp. and its subsidiaries and its affiliates as an additional insured (blanket endorsement is acceptable) shall be attached to the certificate of insurance



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# Residential Energy Efficiency HVAC and Water Heating Program Participating Contractor Agreement

## Terms and Conditions cont.

providing general liability coverage.

- C. Lapse of Coverage. The insurance policies required by this Article shall not be canceled or allowed to lapse, and no change shall be made in this policy which alters, restricts or reduces the insurance provided or changes the name of the insured without first giving at least thirty (30) days' notice in writing to FirstEnergy Service Company, Insurance Risk Management, 76 South Main Street, Akron, Ohio 44308, with receipt of notice acknowledged. In the event of cancellation or lapse of or prohibited change in any policy for which a certificate is required to be furnished under the Agreement, Utility shall have the right to suspend the work of participating Contractor until the policy and certificates in evidence thereof are reinstated or arrangements acceptable to Utility are made pending issuance of new policies and certificates. If any such insurance shall be about to lapse or be canceled, participating Contractor shall, at least thirty (30) days before coverage thereunder ceases, obtain a new policy with like coverage, and if Participating Contractor fails to do so, Purchaser may obtain insurance protecting it from the hazards covered by such lapsed or cancelled policy, and all premiums and expenses of such insurance shall be charged against Contractor and shall be a legitimate

deduction from any sum due it from Purchaser.

17. Waiver of Subrogation. Participating Contractor and any of its Subcontractors shall waive and hereby waives any rights of subrogation which they or any of their insurers may have against the Utility, its affiliates, and each non-affiliated company disclosed in the Agreement, their respective agents or employees
18. Specific eligibility requirements may apply for each individual Program. All project eligibility determinations are at the sole discretion of the Companies. The Companies make no guarantees and accept no liability for eligibility determinations.
19. Program offerings are subject to change without notice. Companies reserve the right to remove a Trade Ally for any reason.
20. This agreement is valid from June 1, 2021 to May 31, 2026.
21. See terms and conditions for full program requirements: [EnergySavePA.com/rebates](https://www.firstenergy.com/energy-save-pa/rebates).

## Acknowledgement

I have read and agree to the terms and conditions set forth in this agreement. I understand and agree that any violations deemed harmful to the program success may result in corrective action or removal from the programs at the sole discretion of the Companies.

Signature:		Title/Company:	
Print Name:		Date:	

Please email this form to: [FirstEnergyRebates@franklinenergy.com](mailto:FirstEnergyRebates@franklinenergy.com)



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