



# Trade Ally Enrollment

For businesses who sell or deliver energy efficient goods and services to Commercial, Industrial, Agribusiness, and/or Residential members

The Energy Optimization program offers incentives from participating utilities in the Michigan Electric Cooperative Association (MECA) Collaborative to encourage the purchase and installation of high efficiency equipment.

**TRADE ALLY INFORMATION** (please complete a new application for each location/branch)

Company Name:		Contact Name:	Title:	
Address:		City:	State:	ZIP:
Phone:	Fax:	Email:	Website:	
Secondary Contact Name:	Title:	Email:	Phone:	
License Number:	Licensee Name:		License Expiration Date:	

**CUSTOMER MARKET**

Check the type(s) of customers your business serves:  Agriculture  Commercial/Industrial  Residential

**BUSINESS TYPE**

Indicate type of business (check all that apply):  
 Architect  Builder  Consultant  Contractor  Developer  Other (define): \_\_\_\_\_  
 Manufacturer  Retailer  Wholesaler  Distributor  Engineer

**SERVICES OFFERED**

What services does your business provide (check all that apply):  
 Agriculture  Design/Build  Energy Management  HVAC  Commercial Refrigeration  
 Compressed Air  Electrical  Lighting  Plumbing  Other (define): \_\_\_\_\_

**AREAS SERVED**

Areas in Michigan in which your business operates (check all that apply):  
 Western Upper Peninsula  Eastern Upper Peninsula  Northern Lower Michigan  Southern Lower Michigan

**TRADE ALLY SIGNATURE**

I, the undersigned, certify the information provided in this application is complete, true, and correct and I have read and agree to the Terms and Conditions as outlined in this form. **I have attached IRS form W-9 for my business to this form.**

Trade Ally Signature: /s/	Print Name:	Title:	Date:
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I have elected to utilize electronic signatures. I understand and intend that a legal signature is formed by typing my name on this document. If any of the parties do not wish to sign this document electronically, all must opt out together and print a paper copy to sign manually.

**IRS form W-9 required to be submitted with this form.**

**Submit your completed application and W-9 to:**

**Mail:** MECA EO Trade Ally Program, 431 Charmany Drive, Madison, WI 53719

**Email:** tradeally@weccusa.org

**Fax:** 608.646.7682





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**TERM:** Trade Ally (Ally) status shall commence on the date this application is accepted by the Energy Optimization program and shall continue until terminated: 1) in writing by either party; or 2) unless waived by the Energy Optimization program immediately following any 12-month period in which the Ally has not participated in the program (i.e., by the Ally or their customers/members submitting qualified incentive applications to the Energy Optimization program).

**TERMINATION:** Ally status may be terminated without penalty by the Ally or by the Program Administrator (Admin) for any reason, at any time. Written notice of termination must be sent to the non-terminating party by mail, fax, or e-mail. When termination is initiated by written notice, termination will be effective as of the date the letter is sent to the non-terminating party. Upon termination, the Ally, and if applicable, the Ally's customer, shall be eligible to receive incentive payments earned prior to the termination of Ally status.

**PROGRAM REQUIREMENTS:** The Ally shall comply with the Energy Optimization program requirements and procedures. Program requirements and procedures may change from time to time without notice and may vary by utility. It is the Ally's responsibility to verify current program requirements and procedures at [michigan-energy.org](http://michigan-energy.org) or by calling 877.296.4319.

**INDEMNIFICATION:** The Ally agrees to indemnify and hold the Energy Optimization program and participating utilities, and their respective directors, commissioners, officers, employees, and agents harmless against all claims, liabilities, damages, losses, costs, or expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any act or omission of the Ally, its directors, officers, employees, subcontractors, or agents of Ally or its subcontractors, including, but not limited to, the failure of the Ally to properly and/or timely pay any wages and/or benefits to the Ally's employees. The obligations of the Ally under this section shall survive termination or expiration of Ally status and shall be in addition to the warranty obligations of the Ally.

**INDEPENDENT ALLY:** The Ally may present himself/herself/itself as an Ally of the Energy Optimization program. By signing this application, the Ally does not become an agent, employee, or representative of the Energy Optimization program or participating utilities. 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:** The Ally shall not, directly or indirectly, represent the Ally's products, services, offerings, or work to potential customers or others as being guaranteed or warranted in any way by the Energy Optimization program or participating utilities.

**CODES AND LICENSING:** The Ally and its subcontractors shall comply with and conform to all federal, state, local, and foreign laws, statutes, ordinances, regulations, rules, codes (including building codes), and orders applicable to the Ally, its business, and the work performed by the Ally.

**INSURANCE:** The Ally agrees to carry appropriate insurance for their type of business.

**NON-DISCLOSURE:** The Energy Optimization program agrees not to disclose project information, such as pricing, proprietary equipment specifications, or other intellectual property. Such information will be used by Energy Optimization program staff only for the purpose of validating and fulfilling incentive applications. Such information will not be shared outside of the Energy Optimization program.

