



EEA Application and Participation Agreement

SRP's Energy Efficiency Alliance (EEA) provides valuable marketing resources and technical education and expertise to manufacturers, distributors, and contractors of energy efficient equipment. By applying to become an EEA Participant, successful applicants can enhance their business offerings for commercial and industrial customers. Other potential benefits available to an EEA Participant may include:

- 1. Marketing materials to aid in the promotion and marketing of the SRP Business Solutions Standard Program, at no charge.
2. Alliance Participant's contact information may be included on the SRP web site, www.savewithsrpbiz.com, where consumers will be directed to locate an Alliance Participant.
3. When opportunity exists, EEA Participants will be informed of and assisted with additional cooperative marketing and promotion of the SRP energy efficiency programs, such as advertising, newsletters, manufacturer promotions, and training/seminars.

To apply, please complete this Energy Efficiency Alliance Application and Participation Agreement ("Agreement") and agree to the terms with your signature. Please allow two (2) weeks for processing and notification.

Alliance Participant Contact Information

Please complete the following information as you would like it to appear on the SRP website, www.savewithsrpbiz.com

Form with fields for Business name, Contact name, Title, Address, City, State, Zip, Phone, Fax, E-mail, and Website.

Business Information

Please complete the following questions pertaining to your business.

Arizona Transactional Privilege Tax # (TPT) (Unless your business is not required to have one):

Business Type section with a table of checkboxes for HVAC Distributor, Lighting Distributor, HVAC Contractor, Consultant, Lighting Contractor, Electrical Contractor, Architect, Other, Manufacturer's Representative, and Engineer.



**Describe your business and the products and/or services you provide, in up to 30 words. (This may be used on the SRP website):**

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**Are you currently Certified and Registered as one of the following?:**

Woman-Owned Small Business
  Service disabled veteran-owned small business
  SBA 8(a)

Small Disadvantaged Business (SDB) – (firms 51% or more disadvantaged; must be socially / economically disadvantaged)
  Hubzone

**References**

Please list customer and trade references that can be contacted as part of the application review process. If applying for more than one Alliance network, please attach additional customer and trade references as necessary for each technology area.

**Customer/Client references.** Please list three of your commercial, industrial customers or clients who have installed energy-efficient equipment in the last five years.

	Company Name	Contact Name	Contact Phone	City	State
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____

**Trade/Consultant references.** Please list three suppliers, licensed contractors or consultants whom you have purchased materials, received services, or coordinated with on a project within the last five years.

	Company Name	Contact Name	Contact Phone	City	State
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____

**Participation Agreement**

Salt River Project (“SRP”) makes available the SRP Energy Efficiency Alliance (“EEA”) for qualifying participants (“Alliance Participants”) to promote SRP’s Business Solutions Standard Program (“Program”). The Program provides SRP’s eligible nonresidential customers rebates to facilitate the installation of high-efficiency equipment at a customer facility. Approved Alliance Participants will receive the following Program services and support:

- a. Promotion on SRP’s website where SRP customers are directed to locate an Alliance Participant
- b. The opportunity to participate in Program training
- c. Mentoring in the field and by email and phone
- d. Access to Program marketing materials

This Energy Efficiency Alliance Application and Participation Agreement (“Agreement”) sets out the terms governing the Alliance Participant’s requirements for participation in the EEA in the context of providing support for the Program. By entering into this Agreement, Alliance Participant, whose signature is below, is agreeing to comply with and be bound by these terms.



1. As an approved Alliance Participant for the Program, Alliance Participant shall provide the “Program Services” to eligible SRP customers which include:
  - a. Support and assistance in the identification of energy efficiency opportunities available to customers within the Program;
  - b. Distribution of marketing materials and assistance in completing Program related documents including the SRP Business Solutions Standard Program Manual incorporated herein by reference, catalogs, applications and other applicable program documentation as provided by SRP or Nexant, Inc. and available on SRP’s website (collectively “Program Materials”).
2. SRP has contracted Nexant, Inc. (“Nexant”) to act as the Program Administrator and authorizes Nexant to administer the EEA and Program including such activities, but not limited to; review, processing, and approval of customer and Alliance Participant applications; qualifying and training of Alliance Participants, pre and post inspections of customer facilities and project information requests from customer; measurement and verification activities; and issuing rebate checks.
3. SRP may provide SRP customers the Alliance Participant’s contact information and publicize such information on the SRP website, [www.savewithsrpbiz.com](http://www.savewithsrpbiz.com). The Alliance Participant authorizes such use of Alliance Participant’s information. Participation in the Program does not guarantee an Alliance Participant will receive any customer referrals. Alliance Participant authorizes SRP and Nexant to contact the references provided in the References section and agrees to provide SRP or Nexant with any information necessary to process Alliance Participant’s application.
4. The Alliance Participant shall read and comply with the Program Materials to fully understand available SRP programs and program qualifications, requirements, the participation process, and rebate opportunities. Alliance Participant acknowledges that it has read the *SRP FY19 EEA Participant Manual* and agrees to comply with all Program requirements, standards and conduct and eligibility concerns in the *SRP FY19 EEA Participant Manual*. The *SRP FY19 EEA Participant Manual* is included in the definition of “Program Materials,” in addition to all other relevant documents.
5. The Alliance Participant will accurately inform SRP’s customers of energy efficiency program eligibility requirements, participation steps, and rebate opportunities. The Alliance Participant agrees to fully understand available rebate programs including; qualifying products, rebate amounts, and eligibility requirements. Alliance Participant will participate in SRP sponsored training and/or seminars pertinent to the program procedures and requirements, and display point-of-purchase material for qualified products, rebate amounts and eligibility requirements. Participation in the SRP Energy Efficiency Alliance does not guarantee an Alliance Participant will receive any referrals. Under this Agreement The Alliance Participant will aid in the customer rebate application process by accurately answering questions and directing customer to the current rebate forms, the customer service hotline at (602) 236-3054, and/or to [www.savewithsrpbiz.com](http://www.savewithsrpbiz.com). The Alliance Participant will not use SRP’s corporate name, logo, identity, or any affiliation on any Alliance Participant marketing or other materials (printed copy or electronic) for any reason, including, without limitation, soliciting customers, without SRP’s prior written consent.
6. Alliance Participant shall not knowingly misrepresent any information concerning the Program or Program Materials or its role in the Program or its relationship with SRP. Alliance Participant understands that participation in the Program does not constitute an endorsement of any kind on the part of SRP. Alliance Participant shall not state or imply any such endorsement, either directly or indirectly, to any customer or third party. Alliance Participant shall properly represent the relationship of the Alliance Participant to SRP and identify itself as an independent contractor. Neither the Alliance Participant, nor any Alliance Participant employee(s) shall be considered, for any purpose, to be an employee, agent, partner or representative of SRP and neither shall have any power or right to bind SRP to any obligation, or act on behalf of or in the name of SRP 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.
7. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to SRP. Any Alliance Participant found to be engaged in any fraudulent activity or misrepresentation of any kind shall be removed from the EEA and Program. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
8. Alliance Participant may choose, at its own discretion and independent from the Program Services, to provide installation

and/or implementation services to SRP customers for equipment and products for which rebates are offered under the Program. Alliance Participant shall contract directly with customers for any such services and shall comply in all of its operations (and cause all subcontractors to comply) with all applicable laws, rules, regulations and orders of governmental authorities having jurisdiction. Alliance Participant shall be solely responsible for the obligations agreed to as a result of any customer contracts for installation or implementation services.

9. Alliance Participant performing installation or implementation of Program related equipment and products shall cooperate with SRP and Nexant in obtaining compliance with any warranties and guarantees from related third parties and during inspections of work performed in connection with this Agreement and the Program.
10. Alliance Participant, at its own expense, shall retain all necessary licensures, permits, certifications, training, liability insurance and other requirements deemed necessary by state law and the Program policies and guidelines. Alliance Participant will provide SRP or Nexant such documentation, upon request.
11. Alliance Participant shall be fully responsible for all work performed by its subcontractors including compliance with the plans and specifications (if any), the required quality of the work, the costs of any subcontracted work and to ensure that there is no gap between the work of individual subcontractors in any instance. Alliance Participant shall be responsible to pay all subcontractors for their respective work on each project. Alliance Participant shall cause any subcontractor performing services related to this Program to comply with the Program requirements.
12. All vendor documents relating to the Program or this Agreement are considered "Program Materials," and shall be made available and supplied to SRP and Nexant, upon request. SRP, or its designee, shall be afforded access to, and allowed to make copies of all Alliance Participant's calculations, records, correspondence, invoices, receipts, vouchers, agreements, memoranda, equipment specifications, and similar data or documentation that, in SRP's judgment, relate to the Program. Alliance Participant shall make such requested documentation available to SRP, or its designee, at the Alliance Participant's regular place of business during normal working hours or provide it to SRP in a reasonable alternative manner as may be requested by SRP. Alliance Participant shall preserve all such documentation relating to the Program or this Agreement for a period of three (3) years after the final rebate payment, or longer where required by law.
13. The Alliance Participant will recycle or dispose of old equipment and components resulting from the installation of energy-efficient equipment in accordance with applicable statutes, regulations, ordinances, codes, and accepted industry standards.
14. SRP and its agents shall not be liable for any SRP customer rebates if Alliance Participant 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 Alliance Participant. SRP and its agents will not be responsible for any tax liability imposed on the customer as a result of the payment of rebates.
15. Notwithstanding any other provision of this Agreement to the contrary, in no event shall SRP or Nexant, or their agents, consultants, or subcontractors be liable hereunder for any type of damages, whether indirect, special, incidental, consequential, exemplary, reliance or punitive (even if advised of the possibility of such damages), including, without limitation, loss of use or loss of profits, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind. Alliance Participant waives any claims it might have against SRP and Nexant and their agents, consultants, and subcontractors.
16. Alliance Participant shall defend, protect, indemnify and hold harmless SRP, Nexant and their respective board members, officers, directors, managers, associates, related firms and entities, employees, servants, contractors, and agents (collectively, the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, costs (including attorney's fees and expenses) and liability of every kind and character whatsoever ("claims") arising out of or incident to, or related in any way to, directly or indirectly, participation in the Energy Efficiency Alliance program or to this Agreement; provided however, that Alliance Participant shall not be required to indemnify and hold harmless any Indemnified Party against claims adjudicated to have been caused by an Indemnified Party's gross negligence or willful misconduct.
17. These terms and conditions shall be governed by and construed in accordance with the laws of the state of the Program. The parties agree that the proper venue and jurisdiction for any cause of action relating to this Agreement will be the county where the Program is taking place.
18. SRP reserves the right to change or cancel the Program or its terms and conditions at any time without notice. The Alliance Participant may terminate this Agreement discontinuing its participation in the Program by providing SRP with thirty (30) days prior written notice. SRP reserves the right, at sole discretion to terminate this Agreement for any reason, including, without limitation, if the Alliance Participant fails to comply with any program rules or guidelines; the Alliance Participant misrepresents SRP's programs to customers and/or other parties; or the Alliance Participant knowingly provides false or incorrect information to SRP, provided that Sections 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21 hereof will

survive the termination of this Agreement and remain in full force and effect.

19. SRP shall review Alliance Participant's EEA program status on an annual basis. SRP reserves the right to terminate this Agreement if, upon such annual review, SRP determines at its sole discretion that (1) Alliance Participant has not completed at least one (1) project installation in the past twelve (12) months, (2) Alliance Participant has not submitted at least one (1) valid new project in the past twelve (12) months, (3) Alliance Participant does not have at least one (1) active project as of May 1st of the current program year, or (4) Alliance Participant does not attend mandatory EEA program events. Alliance Participants who are removed for any of these reasons may reapply for membership twelve (12) months after effective date of removal from the Alliance Participant network.
20. The terms set forth herein, including all incorporated references, constitute a complete statement of the Agreement applicable to this Program, and supersede all prior representations or understandings, whether written or oral. SRP and Nexant shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind that is not set forth herein.

### Alliance Participant Acceptance and Signature

Under penalties of perjury, I hereby certify by my signature below that:

- As the Alliance Participant Representative, I have the authority to bind the Alliance Participant to the terms of this Agreement;
- The information provided is accurate and true and I will notify SRP and Nexant immediately of any changes to the information;
- I have read, understand, and agree to be bound by and comply with the terms set forth herein.

Alliance Participant Name \_\_\_\_\_

Alliance Participant  
Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**SEND COMPLETED AGREEMENTS TO:**

SRP Business Solutions Standard Program

3100 West Ray Road, Suite 230

Chandler, AZ 85226

Fax: (480) 345-7601

Email: [savewithsrpbiz@srpnet.com](mailto:savewithsrpbiz@srpnet.com)