Progress Energy

ENERGY EFFICIENCY
FOR BUSINESS
Trade Ally Application

Contact Information	
Company Name:	
Contact Name and Title:	
Company Address:	
City, State, Zip	
Phone (office):	Phone (mobile):
Fax:	
Email:	
Company President/Owner:	
Number of Full-Time Employees:	
Business locations in N.C. and S.C. region:	
Corporate Parent Name:	

Is your firm a certified minority-owned, woman-owned, or Historically Underutilized Business (HUB)?
In North Carolina: ❒ Yes ❒ No
In South Carolina: ❒ Yes ❒ No

Licenses and Services

Please specify the relevant services your company provides.

	Install (Valid license required)	Consult	Other	Please describe "other"
Lighting	❒	❒	❒	
HVAC	❒	❒	❒	
Refrigeration	❒	❒	❒	
Motors	❒	❒	❒	
Equipment vendor	❒	❒	❒	
Architectural services	❒	❒	❒	
Engineering services	❒	❒	❒	

List all Contractor and Professional Licenses held by your firm and individuals within your firm (use additional pages if necessary).

License #	Issued To	Limitation/ Class	Description	State	Expiration Date

References

Provide the business name, contact name, contact phone number and email address for three energy efficiency project references (completed in the past three years).

Reference #1	Reference #2	Reference #3
Contact Name	Contact Name	Contact Name
Business Name	Business Name	Business Name
Street	Street	Street
City State Zip	City State Zip	City State Zip
Phone	Phone	Phone
E-mail Address	E-mail Address	E-mail Address

Signature

I (or an employee of my company) attended a Progress Energy (PEC) Energy Efficiency for Business Program Introductory Seminar at the following location and date: _____

Do you agree to offer and provide services in accordance with the PEC Energy Efficiency for Business Policies and Procedures manual posted on progress-energy.com?

☐ Yes ☐ No

Please initial _____

By signing below, Trade Ally agrees to follow all PEC Energy Efficiency for Business Policies and Procedures and understands that PEC reserves the right to end Trade Ally participation in this program at any time. Trade Ally agrees that a Release and Indemnity has been completed and provided to Progress Energy.

Name (please print) _____ Signature _____

Title _____ Date _____

Submit Application

Mail the signed, original two-page application and a signed, original PEC Release and Indemnity to:
PEC Energy Efficiency for Business
3605 Glenwood Avenue, Suite 435
Raleigh, NC 27612

Trade Ally Program Overview

The PEC Energy Efficiency for Business program ("Program") helps eligible commercial, industrial, and government customers reduce their energy use. PEC offers incentives, training, and energy information services to customers to improve energy efficiency.

PEC Energy Efficiency for Business Trade Allies ("Trade Allies") are equipment vendors, contractors, engineers, architects or energy services providers who have been educated on the Program and have agreed to follow the Program's rules and processes. Trade Allies are important outreach allies and communication channels for PEC business customers. They help businesses learn about PEC's energy efficiency programs and incentives.

To Apply

Mail the signed, original two-page application and a signed, original PEC Release and Indemnity to:
PEC Energy Efficiency for Business
3605 Glenwood Avenue, Suite 435
Raleigh, NC 27612

The PEC Energy Efficiency for Business team will review all Trade Ally Applications, verify the information provided and contact the references listed. If any information is missing or inadequate, we will contact you to request an update. Upon verification of all items, your company name and contact information will be posted on the PEC Energy Efficiency for Business Trade Ally Reference Listing web page. If PEC obtains adverse information about you, or if PEC cannot verify all items, you will be disqualified and will not be eligible for participation as a Trade Ally, as PEC shall determine, in its sole discretion, at any time.

IMPORTANT: The information completed in the "Trade Ally Information" section of the Trade Ally Application will be the information included in the Trade Ally Reference Listing. When signing this Trade Ally Application, you are agreeing to comply with the official Policies and Procedures of the Program and can be removed from the Program for non-compliance.

All Trade Allies acknowledge and agree that PEC provides the list of energy efficient equipment and service providers for informational purposes only. PEC makes no warranty of any kind whatsoever, including, without limitation, the warranty of merchantability or fitness for a particular purpose. Under no circumstances or legal theory, whether as a result of a breach of contract, warranty or tort (including negligence, strict liability or otherwise), will PEC be liable to any Trade Allies for any indirect, special, consequential, punitive or exemplary damages. License, insurance and bonding shall remain the sole responsibility of the Trade Allies. The relationship between PEC and all Trade Allies shall be that of owner and independent contractor, and all Trade Allies hereby further agree that nothing shall operate to change or alter such relationship. Trade Allies shall have no actual or apparent authority to bind, represent or work on behalf of PEC, and may not represent or imply such authority through word or use of any PEC logo, trademark or service mark (including logos, trademarks, or service marks of PEC's parent or affiliates). Trade Allies shall comply with all applicable laws and codes. Failure of any Trade Ally to comply with applicable laws, codes, or PEC guidelines or any failure to resolve customer concerns may (in PEC's sole discretion) lead to such Trade Ally's removal from the Program.

Questions?

Please contact us with any questions via phone, fax or email.
Phone: 1.866.326.6059
Fax: 1.919.256.0844
E-mail: CarolinasBusiness@us.kema.com
Application forms and additional information can be downloaded from the Program website:
www.progress-energy.com/carolinasBusiness

TRADE ALLY RELEASE AND INDEMNITY

WHEREAS, Progress Energy Carolinas, Inc. ("PEC") has entered into a Trade Ally Participation Agreement with the undersigned participating trade ally ("Trade Ally") as denoted on the reverse side of this document (the "Release and Indemnity");

WHEREAS, Trade Ally will negotiate and enter into contracts with PEC customers (each a "Customer") when the Customer selects the Trade Ally for purposes of a transaction between the Trade Ally and Customer, specifically including any purchase and/or installation of Equipment identified on as set forth on the Energy Efficiency for Business Incentive Application for an incentive payment or payments submitted by Customer to PEC as provided under the PEC Energy Efficiency for Business Program (the "Program");

WHEREAS, Trade Ally shall cause Customer to acknowledge and understand that PEC has no responsibility or liability for the Customer's purchase and/or installation of Equipment, and that Customer must look solely to the Trade Ally selected for any claims or damages suffered by Customer for such purchase and/or installation of Equipment or for any failures, acts or omissions of the Trade Ally, and that PEC's only role in the Program is to make incentive payments for qualifying installations of Equipment or other energy efficiency measures approved under the Program;

WHEREAS, it is the intent of PEC and Trade Ally that no agency, joint venture or partnership relationship between PEC and Trade Ally exists and that no such relationship will be created as a result of the sale, construction, installation and/or payment of any incentive or rebate on the Equipment or any associated materials;

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged by PEC and Trade Ally:

1. The foregoing Recitals are, by this reference, expressly incorporated into this Release and Indemnity, and shall be deemed to be a substantive and integral part hereof, as if fully set forth herein.

2. Trade Ally hereby agrees to assume and hereby assumes all risk of loss associated with the Equipment, services or materials and agrees to defend, indemnify and hold harmless PEC, its parent, agents, officers, directors, employees, affiliates, shareholders and assigns (the "PEC Indemnitees"), and to release the PEC Indemnitees from any and all liabilities, claims, demands, actions, expenses, judgment and causes of action whatsoever related to, arising out of, or claimed to have arisen out of, any loss, damage or injury (including death or mental or emotional injury), injury to persons or property, that may be sustained by the Trade Ally, Customer, PEC or any third party in connection with the Trade Ally's installation, the Customer's use or possession of the abovementioned Equipment, or as a result of any acts or omissions or negligence of the Trade Ally, whether wholly or in part, and relating in any way to the Trade Ally Participation Agreement, the Program or any Energy Efficiency for Business Incentive Application or any incentive or rebate claim.

3. PEC makes no representations or warranties of any kind as to the installation or operation of the Equipment by Trade Ally. Trade Ally and PEC further acknowledge and agree that PEC shall not be liable, in contract, tort, and strict liability or otherwise, whether or not resulting from any of the foregoing or otherwise on account of any defect, whether hidden, latent or otherwise discoverable or undiscoverable respecting the Equipment, services or any materials provided by Trade Ally to Customer.

4. LIMITATION OF LIABILITY. THE SUM TOTAL LIABILITY OF PEC TO TRADE ALLY OR TO CUSTOMER WITH RESPECT TO ANYTHING DONE IN CONNECTION WITH THE TRADE ALLY PARTICIPATION AGREEMENT OR ENERGY EFFICIENCY FOR BUSINESS INCENTIVE APPLICATION OR CLAIM FORM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER LEGAL THEORY SHALL NOT EXCEED THE AMOUNT OF THE INCENTIVE PAYMENT OR PAYMENTS SET FORTH IN THE ENERGY EFFICIENCY FOR BUSINESS INCENTIVE APPLICATION OR CLAIM FORM.

5. DISCLAIMER OF DAMAGES. EXCEPT AS STATED IN SECTION 4 OF THIS RELEASE AND INDEMNITY, PEC SHALL NOT IN ANY EVENT BE LIABLE TO TRADE ALLY OR TO CUSTOMER FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF CUSTOMER'S SITE SYSTEMS OR PROPERTY, COST OF CAPITAL OR CLAIMS BY CUSTOMER OR TRADE ALLY OR DAMAGE TO CUSTOMER OR TRADE ALLY'S PROPERTY OR ANY THIRD PARTY'S PROPERTY.

6. INSURANCE. Trade Ally further acknowledges and agrees that PEC will not provide any insurance coverage for either the Customer or the Trade Ally, and that the Customer and Trade Ally shall be responsible and shall agree among themselves to procure adequate insurance coverage against any and all hazards relating to the Equipment, any service or material, to protect persons and property. Any failure of Trade Ally or Customer to comply with any or all of the insurance provisions of this Release and Indemnity or any failure to secure endorsements on policies as may be necessary to carry out the terms and provisions of this Release and Indemnity, shall not be construed to limit or relieve Trade Ally from any of its obligations under this Release and Indemnity, including this Insurance article.

By signing, Trade Ally agrees to the terms and conditions of this Release and Indemnity in order to be listed on PEC's web site as a participating Trade Ally:

Trade Ally Name:_____

Signature:_____
Title: _____
Address:_____
City:_____State:_____Zip Code:_____