



## Home Energy Improvement Program Prequalified Contractor Application

Company Name					Corp. Parent Name					
Company Physical Address (Address posted to Program website)					Company Mailing Address (If different from Physical)					
City	State		Zip		City		State		Zip	
Phone Number					Fax					
President/Owner Name					Email					
Contact Name					Email					
Mobile					Company Web Address					
Other Locations										

### Identify measures you expect to provide under this program:

<input type="checkbox"/> HVAC Replacement	<input type="checkbox"/> HVAC Audit	<input type="checkbox"/> Duct Sealing	<input type="checkbox"/> Attic Air Sealing/Insulation	<input type="checkbox"/> Heat Pump Water Heater
<input type="checkbox"/> Geothermal Replacement	<input type="checkbox"/> Interested in finding out more about the HVAC Audit		<input type="checkbox"/> Interested in finding out more about the Heat Pump Water Heater Measure	

### List all applicable professional licenses and certifications held the company or key employees:

Description	License #	Exp. Date	Holder	Class / Limitations

### List 3 customer references of energy efficiency work completed by your firm:

Contact	Phone	Email

\_\_\_\_\_ (Name) attended Home Energy Improvement Program training on \_\_\_\_\_ (Date)

\_\_\_\_\_ (Name) attended Home Energy Improvement Program training on \_\_\_\_\_ (Date)

My company has a copy of the Home Energy Improvement Program guidelines and standards ☐ Yes ☐ No

By my signature, my company agrees to participate in the Home Energy Improvement Program and provide all services and measure installations in accordance with DEP program guidelines, standards, and procedures.

Agreed to by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Participating Prequalified Contractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Home Energy Improvement Program Representative

\_\_\_\_\_  
Date

**Introduction:**

The DEP Home Energy Improvement (the "Program") is being offered by Duke Energy Progress, Inc. ("DEP") to its residential customers who meet program eligibility guidelines to help them reduce their energy use. Program incentives will be paid by DEP to its residential customers who have properly installed qualifying measures installed by approved Program trade allies. In addition to providing incentives to Prequalified Contractors as set forth above, the Utility and the Program implementation contractor will provide program technical and marketing support for Prequalified Contractors.

**Participation Requirements:**

Prequalified Contractors acknowledge and agree that as Prequalified Contractors in the Program, they will:

- Secure and maintain any and all relevant licenses and certifications;
- Secure and maintain minimum insurance coverage as required by law;
- Closely adhere to all protocols and procedure as per the Program training program;
- Follow all Program procedures and requirements as outlined in the program manual;
- Maintain effective internal procedures for quality control;
- Promptly resolve all customer complaints, disputes, and customer emergencies;
- Properly represent the relationship between the Prequalified Contractor, the Utility, and the Program;

The Prequalified Contractor is acting as an independent contractor under this Program. The Prequalified Contractor acknowledges and agrees that the Prequalified Contractor's participation in the Program is in no way to be construed as an endorsement by the Utility or the Program implementation contractor of the Prequalified Contractor's work.

By executing this Prequalified Contractor Participation Agreement (the "Agreement"), your organization agrees to follow the guidelines, installation standards, and requirements of Prequalified Contractors participating in the Program. Prequalified Contractor agrees to allow random field inspections of work performed under this Agreement, including performance testing, in order to maintain the quality standards sought by this Program. Prequalified Contractor agrees to promptly contact and properly serve any customers or potential customers who contact them about the Program.

**To Become a Prequalified Contractor:**

To become a participating Program Prequalified Contractor, please contact Duke Energy Progress at:  
Phone: 1.866.990.4347 • Fax: 1.919.662.7588 • Email: HEIP@duke-energy.com

DEP requires each contractor attend a mandatory Program training prior to completing any work eligible for Program incentives. DEP will verify the information provided and verify references. Upon approval, you will be notified and your company information will be included, as presented on the Program application on a Prequalified Contractor reference list on the Program website.

**If you have Questions:**

Contact us via phone, fax or email at Phone: 1.866.990.4347 • Fax: 1.919.662.7588 • Email: HEIP@duke-energy.com

**Program Regulations:**

Except where otherwise noted, the "Utility" refers to Duke Energy Progress, Inc., the "Prequalified Contractor" refers to the Prequalified Contractor specifically bound as a signatory to this Agreement, and "the Program implementation contractor" refers to Honeywell International, Inc. and/or Honeywell Utility Solutions.

It is expected that the customer or the Prequalified Contractor will complete an application for the appropriate incentive promptly after completion of the work. The Utility and the Program implementation contractor reserve the right to deny ongoing participation for improper work performance as noted in the Participation Requirements section below and potentially deny customer incentive payments. The Utility and the Program implementation contractor reserve the right to adjust incentive budgets and incentive levels based upon market conditions, evaluation results and Program implementation experience. All incentive payments will be awarded on a first come, first served basis with the exception of a percentage of the incentive pool that may be reserved to ensure adequate availability of the Program across the entire DEP territory.

**Term of this Agreement:**

This Agreement shall commence on the date executed and continue in full force and effect for a term of one year. The Agreement shall be automatically renewed for continuous periods of one year without re-execution unless sooner terminated in accordance with the terms and conditions hereof.

**Post-Installation Work Verification:**

Prequalified Contractor agrees to allow random field inspections of work performed under this Agreement, including performance testing, in order to maintain the quality standards sought by the Program. If an inspection by the Utility, the Program implementation contractor or any other entity authorized by the Utility determines that actual field conditions do not corroborate conditions indicated on the incentive application, then participating customer and Prequalified Contractor will have fourteen (14) days to correct any discrepancies (the "Discrepancy Correction Period"), or that installation may become ineligible for the incentive applied for. Multiple instances of a Prequalified Contractor's failure to meet minimum Program standards and correct deficiencies may lead to the Prequalified Contractor being terminated from the Program.

**Termination for Convenience:**

DEP shall have the right to terminate this Agreement at any time, including prior to commencement of any work, for DEP's convenience, by giving thirty (30) days' prior written notice to Participating Contractor. At any time following the fourteen (14) day Discrepancy Correction Period, DEP (in DEP's sole discretion) has the right to remedy any Prequalified Contractor work performed under this Agreement that fails to meet the guidelines, installation standards and/or requirements of the Program and to thereafter invoice Prequalified Contractor for the cost of an alternate prequalified contractor's remedial work. Within seven (7) calendar days following Prequalified Contractor's receipt of DEP's invoice, Prequalified Contractor shall remit payment to DEP.

**Documentation of Completed Work and Record Retention:**

Prequalified Contractor agrees to retain incentive related documents for a minimum of six (6) months from the date of completion of the service. Prequalified Contractor agrees to allow Program review of incentive documents at the address listed on this Home Energy Improvement Program Prequalified Contractor Application as "Company Physical Address".

**Participation Requirements:**

Prequalified Contractors acknowledge and agree that they participate in the Program at the sole discretion of the Utility and the Program implementation contractor and are subject to removal from the Program if they fail to comply with the terms and spirit of this Agreement. In the event a Prequalified Contractor is removed from the Program, it shall immediately cease promoting their participation in the Program. At the option of the Utility, a removed Prequalified Contractor shall not be eligible for consideration to be reinstated for a period of up to twelve (12) calendar months from the date of notification of removal. A removed Prequalified Contractor shall have a one-time option to appeal the removal decision in writing to the Program implementation contractor. All decisions of the Utility and the Program implementation contractor shall be final.

**Independent Contractor Status:**

The Prequalified Contractor is acting as an independent contractor under the Program, and has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be provided to customers in connection with Program. All personnel who perform any portion of the work for the Prequalified Contractor (or its subcontractors) shall be, and remain, employees of the Prequalified Contractor (or its subcontractors) and the Prequalified Contractor (or its subcontractors) will be solely responsible for payment of compensation to such persons as well as all applicable federal, state and local income and employment tax withholding and reporting all such Prequalified Contractor personnel. Neither the Utility or the program implementation contractors, nor their affiliates, subsidiaries and successors are, or shall be construed to be, an employer (common law or otherwise), co-employer or joint employer of any Prequalified Contractor personnel. Neither Prequalified Contractor (nor its subcontractors) nor any Prequalified Contractor personnel is an agent of the Utility or the implementing contractors, and no such party or person has any authority to represent the Utility or the implementing contractors as to any matters. The Prequalified Contractor will assume full responsibility for payment of all federal, state, provincial and local taxes, withholding or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to all Prequalified Contractor personnel. Should the Utility or the Program implementation contractors be required to pay any amount to a governmental agency for failure by the Prequalified Contractor (or its subcontractors) to withhold any amount as may be required by law, the Prequalified Contractor agrees to indemnify each of the utility and implementing contractors, as the case may be, for any amount so paid, including interest, penalties and fines.

**Trademarks and other Intellectual Property:**

- A. DEP reserves all ownership rights in Program Trademarks (as defined below). Except as expressly provided in this Agreement, DEP does not transfer or license any trademark or other intellectual property right to Prequalified Contractor.
- B. DEP authorizes the Prequalified Contractor to use Program Trademarks and other intellectual property solely for the purposes contemplated by this Agreement. The Prequalified Contractor shall not Register, apply to register, or claim any rights to any trademark that contains DEP's Trademarks. All uses by the Prequalified Contractor of DEP's Trademarks shall inure solely to the benefit of DEP. Any use by Prequalified Contractor of DEP's Trademarks is subject to the prior written consent of DEP.
- C. Upon expiration or termination of this Agreement, Prequalified Contractor agrees to immediately cease the use of and shall not thereafter use DEP Trademarks.
- D. For purposes of this Agreement, DEP Trademarks shall include any trademarks, service marks, names, logos, and designs of DEP (including the Program marketing materials) that are now or hereafter owned, claimed, adopted, acquired, or used by DEP, its parent, subsidiaries, affiliated or related companies.

**Limitation of Liability:**

In no event shall the Utility or the Program implantation contractor have any liability for claims of any kind, whether based on contract, tort (including negligence and strict liability), or otherwise, for any loss or damage sustained or incurred by any third party relating to this Agreement or the performance of services or participation by the Prequalified Contractor in the Program. The Prequalified Contractor hereby releases and discharges the Utility and the Program implantation contractor from all liability for such claims. The Prequalified Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Utility and the Program implementation contractor and their respective affiliates, officers, directors, agents, employees and representatives from and against any and all losses, claims, damages, expenses (including attorney's fees and costs) and liabilities arising out of or based upon property damage or bodily injury to any person caused by or related to the performance of the services or participation by the Prequalified Contractor in the Program.