

# TRADE ALLY PROGRAM APPLICATION

APPLICANT INFORMATION					
Company Name <i>(as shown on your last tax return)</i>				Tax ID or Social Security Number	
Contact		Title		Email	
Mailing Address*			City	State	Zip
Office Telephone		Cell Phone		Fax	
Website		Years in Business	Years under current ownership		Number of employees in MD
<input type="checkbox"/> Minority Owned Business		<input type="checkbox"/> Woman Owned Business		<input type="checkbox"/> Veteran Owned Business	
*If your company has more than one location in Maryland, please attach a list including addresses, phone numbers and contact names.					
COMPANY INFORMATION					
Company Business Type					
<input type="checkbox"/> Electrical Contractor		<input type="checkbox"/> Manufacturer		<input type="checkbox"/> Distributor	
<input type="checkbox"/> Mechanical Contractor		<input type="checkbox"/> Manufacturer's Rep		<input type="checkbox"/> Architect	
		<input type="checkbox"/> Dealer		<input type="checkbox"/> Engineer	
<input type="checkbox"/> Other (please specify) ( )					
Services Offered or Equipment Sold <i>(check all that apply)</i>					
<input type="checkbox"/> Building Design		<input type="checkbox"/> Energy Audits & Analyses		<input type="checkbox"/> HVAC	
<input type="checkbox"/> Lighting Design		<input type="checkbox"/> Compressed Air Systems		<input type="checkbox"/> Refrigeration	
		<input type="checkbox"/> Insulation		<input type="checkbox"/> Lighting	
Equipment Specialty <i>(check all that apply)</i>					
<input type="checkbox"/> Lighting & Controls		<input type="checkbox"/> Chiller Systems		<input type="checkbox"/> Air-Compressors	
<input type="checkbox"/> Package HVAC Units		<input type="checkbox"/> Air-Source Heat Pumps		<input type="checkbox"/> Electric Motors	
<input type="checkbox"/> HVAC-Controls		<input type="checkbox"/> Geothermal Heat Pumps		<input type="checkbox"/> EMS or BAC Systems	
Process Improvement					
Refrigeration					
Service Area <i>(check all that apply)</i>					
<input type="checkbox"/> Caroline County		<input type="checkbox"/> Cecil County		<input type="checkbox"/> Dorchester County	
<input type="checkbox"/> Queen Anne's County		<input type="checkbox"/> Somerset County		<input type="checkbox"/> Harford County	
		<input type="checkbox"/> Talbot County		<input type="checkbox"/> Wicomico County	
				<input type="checkbox"/> Kent County	
				<input type="checkbox"/> Worcester County	
CUSTOMER REFERENCES					
1	Company			Describe Project including total square feet and \$ amount	
	Contact				
	Phone				
2	Company			Describe Project including total square feet and \$ amount	
	Contact				
	Phone				
3	Company			Describe Project including total square feet and \$ amount	
	Contact				
	Phone				
COMPANY EXPERIENCE					
Please give a short description of other energy efficiency areas in your experience					
Does your company have a focus on reaching small business customers? <input type="checkbox"/> Yes <input type="checkbox"/> No					

Return Completed Form to:

**Delmarva Power Commercial & Industrial Energy Efficiency Incentive Program**  
 c/o Lockheed Martin, 2275 Research Boulevard, MS-8N, Rockville, MD 20850

Phone: 301-519-5384 | Facsimile: 301-519-6333 | email: DelmarvaEnergyEfficiency@lmbps.com | web: www.delmarva.com/business

# TRADE ALLY PROGRAM APPLICATION

## TERMS AND CONDITIONS

1. Delmarva Power Trade Ally Program Applicants ("Applicant") must complete the attached Trade Ally Program Application and attend a Delmarva Power program orientation as a condition of approval. Applicant's approval will be effective as of the date of its "Application Approval Notice" and shall be effective for a term of one year, after which it will automatically renew each year on the anniversary of the effective date, unless otherwise suspended or terminated in accordance with these Terms and Conditions.

2. Once approved as a Participating Trade Ally, Applicant may be listed on Delmarva Power's web site as a Participating Trade Ally. Applicant understands that possible inclusion on the Delmarva Power web site list in connection with this program does not constitute an endorsement, recommendation or promotion of Applicant, either express or implied.

3. Applicant may not refer to Delmarva Power or any of its affiliates in any advertising or other publication, or on the Internet, without Delmarva Power's express, written permission. Applicant may not use Delmarva Power's name, likeness, logo, trademarks, trade names, service marks or trade dress without Delmarva Power's express written permission.

4. Applicant understands that approval as a Participating Trade Ally does not constitute an endorsement or warranty by Delmarva Power of Applicant or of any equipment that may be sold or service that may be provided by Applicant.

5. Trade Ally status may not be assigned. Applicant may discontinue participating as a Trade Ally by notifying Delmarva Power in writing of that decision. Delmarva Power may suspend and or end Applicant's participation at any time, in its sole reasonable discretion, by notifying Applicant in writing of that decision. Applicant understands and agrees that Delmarva Power shall not be required to provide the basis of any such termination decision.

6. Applicant must comply with all laws and maintain all appropriate licenses, registrations, and certifications for the work it is performing.

7. Applicant shall indemnify, reimburse, hold harmless and defend Delmarva Power, its directors, officers, employees, agents, contractors and other

consultants from any and all claims, liabilities, damages, costs and expenses of any kind, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs arising out of or connected in any way with any act or omission of Applicant, its employees, agents or subcontractors of any tier or any other entity or person for whom Applicant is liable, in the performance or nonperformance of services as a Delmarva Power Trade Ally.

8. Applicant agrees to represent its business in an ethical, professional manner and as an independent contractor and at no time will it represent its business as an agent or representative of Delmarva Power. Applicant will act as an independent contractor to provide services to its customers, and no employee of Applicant will be considered, for any purpose, to be an employee, agent, partner or representative of Delmarva Power. Any contracts between Applicant and its customers or any third parties shall clearly and conspicuously express that no agency relationship exists between Delmarva Power and the Applicant. Applicant has no power or right to bind Delmarva Power or act on its behalf when dealing with customers or third parties. Applicant and Delmarva Power shall not exercise any control or supervision of one another, nor be responsible for each other in the performance of any service. Delmarva Power disclaims any and all liability to Applicant for any direct, indirect, special, consequential or incidental losses, costs or damages arising from or related to any representations, or equipment that may be sold or service that may be provided by Applicant in connection with Delmarva Power's Trade Ally Program.

9. Delmarva Power and its representatives shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of Applicant or any other persons to hazardous materials of any kind in connection with Applicant's participation in any Delmarva Power program, including, but not limited to, asbestos, asbestos products, PCBs, or other toxic substances.

10. Without limiting the scope or extent of the protection afforded Delmarva Power or the liabilities

assumed by Applicant herein, Applicant and any subcontractors shall obtain and maintain in force for the entire life of this Agreement the following insurance and name Pepco Holdings Inc., its subsidiaries and affiliates, as additional insured on a primary and non-contributory basis and include a severability of interest provision:

(A) Commercial General Liability insurance on the premises and Services covered by this Agreement and specifically including, without limitation, contractual liability insurance to cover liability assumed by Applicant with combined single limits, per accident, of not less than \$2,000,000 for bodily injury, including death and property damage.

(B) Worker's Compensation insurance with statutory limits and employer's liability insurance with limits of \$1,000,000. per occurrence.

(C) Comprehensive Auto Liability insurance which has minimum combined single limits for bodily injury and property damage of \$2,000,000 per accident. The Comprehensive Auto Liability policy shall include owned and blanket non-owned and hired coverage.

11. Applicant shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against Delmarva Power, its directors, officers, agents and employees and contractors, and Applicant shall indemnify Delmarva Power against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver.

12. Applicant shall, before the commencement of any Services, furnish Delmarva Power with a certificate from an insurance carrier licensed in Maryland to Applicant and any subcontractors providing for the insurance listed above and that such policies are in force. All such certificate(s) shall state that the insurance carrier(s) will give Delmarva Power thirty (30) days prior written notice (by first class mail) of any cancellation or material change in such policies, addressed to Delmarva Power Commercial & Industrial Energy Efficiency Incentive Programs, C/O Lockheed Martin, 2275 Research Boulevard, Rockville, MD 20850.

## AGREEMENT AND SIGNATURE

By my signature below, I hereby warrant and represent that (i) I am duly authorized to submit this Application on behalf of the Applicant; (ii) the information provided in this Application, the Certificate of Insurance and any other related documents delivered to Delmarva Power, is true, accurate and complete; (iii) I have read this Application in its entirety; and (iv) I understand and accept the **Terms and Conditions** contained in this Application. I further understand and accept that the approval or rejection of the Application is in the sole discretion of Delmarva Power and that only upon receipt of any Program-Specific Application Approval Notice will Applicant be a Trade Ally of Delmarva Power.

**Delmarva Power encourages electronic submission. A facsimile or pdf of this form with your signature is acceptable and will have the same force and effect as an original signature. PLEASE INCLUDE A CERTIFICATE OF INSURANCE WHEN SUBMITTING THIS APPLICATION.**

Authorized Representative (please print)	Title	Date
Signature		

Return Completed Form to:

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