

Contractors, builders and distributors interested in participating in the NIPSCO Residential Energy Efficiency Program will need to complete and submit this application for TRC's Trade Ally Network. The Trade Ally Network consists of businesses or organizations that promote energy efficiency and conservation among their customers or clients. Trade Allies play a crucial role in furthering energy efficiency by offering products, services or expertise that help utility customers reduce their energy consumption and costs.

Contractors are encouraged to join the TRC Residential Trade Ally Network which include benefits such as:

- Your company's name, contact information and website in the TRC Trade Ally Listing on the NIPSCO Residential website.
- Timely email updates on program activities and changes.
- Access to sales training and seminars that focus on industry best practices.
- Exclusive invitations from TRC to program events and networking opportunities.

Submit completed and signed application to **NIPSCO.SaveEnergy@TRCcompanies.com** or via fax to **219-769-2080**.

Company Information			
Company Name		Company Web Address (if applicable)	
Company Telephone		Company Email Address	
Company Address		City	State
			Zip Code
Business Type		Company Ownership (if applicable)	
<input type="checkbox"/> Auditor <input type="checkbox"/> Builder <input type="checkbox"/> Contractor <input type="checkbox"/> Distributor <input type="checkbox"/> Income-Qualified Weatherization (IQW)		<input type="checkbox"/> Minority <input type="checkbox"/> Veteran <input type="checkbox"/> Woman	
Have you participated in the NIPSCO Residential Program previously?		Services Offered (check all that apply)	
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Insulation & Air Sealing <input type="checkbox"/> Window & Door <input type="checkbox"/> Home Automation <input type="checkbox"/> Home Energy Auditor <input type="checkbox"/> General Contracting <input type="checkbox"/> Renewable Energy <input type="checkbox"/> Roofing & Siding <input type="checkbox"/> HVAC <input type="checkbox"/> Manufactured Home Distributor <input type="checkbox"/> Other (please describe): _____	

Counties Served (Select the areas your company's location primarily services)						
<input type="checkbox"/> Adams	<input type="checkbox"/> Clinton	<input type="checkbox"/> Huntington	<input type="checkbox"/> LaPorte	<input type="checkbox"/> Porter	<input type="checkbox"/> Tippecanoe	<input type="checkbox"/> White
<input type="checkbox"/> Allen	<input type="checkbox"/> DeKalb	<input type="checkbox"/> Jasper	<input type="checkbox"/> Marshall	<input type="checkbox"/> Pulaski	<input type="checkbox"/> Tipton	<input type="checkbox"/> Whitley
<input type="checkbox"/> Benton	<input type="checkbox"/> Elkhart	<input type="checkbox"/> Kosciusko	<input type="checkbox"/> Miami	<input type="checkbox"/> St. Joseph	<input type="checkbox"/> Wabash	
<input type="checkbox"/> Carroll	<input type="checkbox"/> Fulton	<input type="checkbox"/> Lagrange	<input type="checkbox"/> Newton	<input type="checkbox"/> Stark	<input type="checkbox"/> Warren	
<input type="checkbox"/> Cass	<input type="checkbox"/> Howard	<input type="checkbox"/> Lake	<input type="checkbox"/> Noble	<input type="checkbox"/> Stueben	<input type="checkbox"/> Wells	

Employee Training and Certifications (Please include a copy of certifications or ID cards)	

Company Contact Information (Please list individuals who should receive program updates and information. If there are more than three, please attach an additional sheet.)

Primary Contact Name		Title		
Phone Number		Mobile Phone		Email
Address		City	State	Zip Code
Secondary Contact Name		Title		
Phone Number		Mobile Phone		Email
Address		City	State	Zip Code
Tertiary Contact Name		Title		
Phone Number		Mobile Phone		Email
Address		City	State	Zip Code

Customer References (Describe three of your company's past energy efficiency projects)

Contact Name			Describe energy efficiency upgrades and overall project(s)		
Phone Number					
Address					
City	State	Zip Code			
Contact Name					
Phone Number					
Address					
City	State	Zip Code			
Contact Name					
Phone Number					
Address					
City	State	Zip Code			

Additional Documentation Needed During Application Submission

<input type="checkbox"/> Certificate of Insurance (COI)	Please include the following <input type="checkbox"/> Automobile Liability Insurance <input type="checkbox"/> Commercial General Liability Insurance <input type="checkbox"/> Workers' Compensation Insurance
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Certificate Holder

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Send to

TRC, 8585 Broadway Suite 400, Merrillville, IN 46410
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Insurance Agreement

Please submit a current copy of your certificate of insurance with your application.

<input type="checkbox"/> I agree to maintain valid and current insurance coverage, as outlined in the Terms and Conditions, while I am a member of the TRC Residential Trade Ally Network.
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Agreement and Signature

By my signature below, I represent and warrant that (i) I am duly authorized to submit this Application on behalf of the Applicant; (ii) the information provided in this Application and any other related documents delivered to TRC, 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 NIPSCO and that only upon receipt of any Program-Specific Application Approval Notice will Applicant be a Trade Ally of TRC's Trade Ally Network.

All applicants must agree to and sign the TRC Participation Agreement for final application approval. This will be provided once we receive and process this application.

Authorized Representative (please print)	Title	Date

Signature

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NIPSCO Residential Energy Efficiency Program Terms and Conditions

NIPSCO's residential energy efficiency programs are administered by TRC, a third-party implementation specialist that helps homes save energy.

As a TRC Trade Ally, I agree to the following conditions:

1. Trade Ally Network Membership Application

- 1.1** To be considered a member of the TRC Trade Ally Network, each applicant must submit a i) completed Residential Trade Ally Application, ii) current certificate of insurance from a carrier acceptable to TRC, and iii) proof of good standing (three references of recommendation). TRC, in its sole judgment and discretion, will make the determination(s) as to whether the requirements set forth relating to any aspects of Trade Ally membership have been met or whether good cause exists to deny Trade Ally membership.
- 1.2** Within 30 days of receiving a completed application, TRC will make a determination on whether this application for Trade Ally membership is approved or denied. The Trade Ally Membership Letter will be sent via email to the Applicant. Applicant approval will be effective as of the date of letter issuance from the Program.
- 1.3** Members will be subject to these terms and conditions and all program-specific terms and conditions for participation.
- 1.4** Trade Ally membership will be effective for a term of one calendar year from the date of the Application Approval e-mail but shall in no event terminate later than December 31, 2024, and will automatically renew each year on the anniversary of such Application Approval e-mail for an additional one year period, unless otherwise suspended or terminated in accordance with these terms and conditions, or any program specific terms and conditions.
- 1.5** TRC Trade Ally, Member may be listed on the TRC Trade Ally program website, showing their approved participation in the Trade Ally Network after at least one representative has attended a group or individual orientation and has completed at least one NIPSCO Residential project within 12 months of membership approval.

2. Membership Responsibilities

- 2.1** Member must comply with all laws and maintain all appropriate licenses, registrations, and certifications for the work it is performing.
- 2.2** Member 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 TRC or NIPSCO. Member will act as an independent contractor to provide services to its customers, and no employee of Member will be considered, for any purpose, to be an employee, agent, partner or representative of TRC or NIPSCO. Any contracts between Member and its customers or any third parties shall clearly and conspicuously express that no agency relationship exists between TRC, NIPSCO and the Member. Member has no power or right to bind TRC or act on its behalf when dealing with customers or third parties. Member and TRC shall not exercise any control or supervision of one another, nor be responsible for each other in the performance of any service.
- 2.3** Member understands that there will be inspections and verifications of Trade Ally work in accordance with policies and procedures of each of the TRC programs. Member must cooperate with these inspections and verifications, and continue to perform at an acceptable standard. Inspections will verify the project for program purposes only, and no warranty for any purpose is expressed or implied. If Member does not perform at an acceptable standard and, as a result, has its participation as a trade ally terminated, Member will no longer be entitled to any trade ally benefits.
- 2.4** Members may also be suspended or terminated from participation if in violation of any terms.
- 2.5** Member must maintain good customer service and complete at least one NIPSCO Residential Program project every 12 months.

3. Performance

- 3.1** TRC will track Trade Ally performance by residential program application. Key Performance Indicator (KPI) metrics will be used to rank members and report on performance.
 - Energy Efficiency Equipment Rebates Program applications must be postmarked within 60 days of installation.
 - New Construction Program applications must be postmarked within 90 days of HERS rating date.
 - ENERGY STAR Certified Manufactured New Homes Program applications and paperwork must be postmarked within 90 days of NIPSCO electric and/or natural gas service activation date.
- 3.2** A Quality Control and Verification Plan will be implemented for all Trade Allies and shall include:
 - Approved HVAC Contractors are limited to 20 applications per building company for equipment installed in new construction between April 1, 2024 and November 30, 2024. Homes participating in the Residential New Construction Program are not eligible to participate in the Energy Efficiency Rebates Program.
 - All projects are subject to random inspection.
 - Trade Allies with a previously associated problem application or failed inspection will be subject to 100% installation inspection. When a sufficient number of applications are deemed to be satisfactory, inspections will proceed according to general Program specifications.
 - If inspections continue to fail, membership may be terminated or suspended.
- 3.3** The Trade Ally Network will be continuously evaluated and remain flexible, so as to refocus the program as necessary to achieve Program performance goals. Members may be added to the Network, and Members may be removed for continued nonperformance or poor performance.
- 3.4** Incentive rates and measure offerings are subject to change. A minimum of two weeks' notice will be provided for any rate changes.

4. Membership Benefits

- 4.1 TRC will provide Member with informational training materials and additional training as required by each TRC program for which Member has been approved.
- 4.2 Customer will be able to search for your services on the TRC online Trade Ally listings.

5. Participant Relationship

- 5.1 Member understands that TRC or NIPSCO is not endorsing its business, warranting or endorsing any equipment that may be sold by Member. Under no circumstances shall TRC or NIPSCO be liable to Member for any direct, indirect, special, consequential or incidental losses, costs or damages arising from or related to any representations, equipment or installation under the program.
- 5.2 Co-branding and the use of the NIPSCO name or logo is strictly prohibited. This includes the use on marketing material, invoicing, website, billboards, or any other company internal or external documents. Violation of this may result in immediate removal from the TA network.
- 5.3 Member will indemnify, reimburse, hold harmless and defend TRC or NIPSCO, as well as its directors, officers and employees, agents and other consultants from any 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 disputed resolution costs arising out of or connected in any way with any act or omission of Member, its employees, agents or subcontractors of any tier or any other entity or person for whom Member is liable, in the performance or nonperformance of services as a TRC Trade Ally member.
- 5.4 NIPSCO, TRC and its representatives shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of trade ally or any other persons to hazardous materials of any kind in connection with Member's participation in any TRC program, including and without limitation asbestos, asbestos products, PCBs, or other toxic substances.
- 5.5 Without limiting the scope or extent of the protection afforded TRC or the liabilities assumed by Member herein, Member and any subcontractors shall obtain and maintain in force for the entire life of this Agreement the following insurance and name TRC, its subsidiary and affiliates as additional insured on primary and non-contributory basis and include a severability of interest provision:
 - 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 Member with combined single limits, per accident, of not less than \$1,000,000 for bodily injury, including death and property damage.
 - Worker's Compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000.
 - Comprehensive Auto Liability insurance which has minimum combined single limits for bodily injury and property damage of \$1,000,000 per accident. The Comprehensive Auto Liability policy shall include owned and blanket non-owned and hired coverage.
- 5.6 Member shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against NIPSCO, TRC, its directors, officers, agents and employees, and Member shall indemnify TRC and NIPSCO against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver.
- 5.7 Member shall, before the commencement of any Services, furnish TRC with a certificate from an insurance carrier acceptable to TRC stating that policies of insurance carrier acceptable to TRC have been issued by it to Member 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 TRC thirty (30) days prior written notice (by first class mail) of any cancellation or material change in such policies, addressed to TRC, Attention: NIPSCO Residential, P.O. Box 14237, Merrillville, IN 46411-4237. Trade Allies are expected to provide certificate(s) of insurance on an annual basis.

6. Withdrawal and Revocation of Trade Ally Membership

- 6.1 Trade Ally status may not be assigned. Member may discontinue participating as a Trade Ally by notifying TRC in writing of that decision. TRC may suspend and or end Member's participation at any time, in its sole discretion, by notifying Member in writing of that decision or in accordance with the program requirements for any program for which Member has been approved as a Trade Ally. TRC reserves the right to terminate or modify the NIPSCO Residential Energy Efficiency Program at any time and without prior notice to Member.
- 6.2 Trade Ally status may be terminated without penalty by Trade Ally or by Program Representative for any reason, at any time. Written notice of termination must be sent by the terminating party 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 termination letter is received by the non-terminating party.