



SaskPower Efficiency Partners Agreement

SASKPOWER CONTACT:
Customer Services – Customer Programs
2161 Scarth, Lower Level, Regina, Saskatchewan S4P 2H8
Tel: 306.566.2619 Fax: 1-855-591-7789
Attention: Efficiency Partners Management

SaskPower Efficiency Partners Agreement

Between: **Saskatchewan Power Corporation** ("SaskPower")

And: _____ ("Trade Professional")

Applicant Information

I/We hereby make an application for the SaskPower Efficiency Partners Agreement ("Agreement") with Saskatchewan Power Corporation ("SaskPower") and agree to be bound by the Terms and Conditions attached to this Agreement upon acceptance of the Application by SaskPower:

Company Name: _____	Email: _____
Contact Name: _____	Telephone: _____
Address: _____	Facsimile: _____
City/Town: _____	Website: _____
Postal Code: _____	

Type of Business (Please check all that apply):

- | | |
|----------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Electrical/Lighting Distributor | <input type="checkbox"/> Self-Generation Supplier – Type: _____ |
| <input type="checkbox"/> Retailer | <input type="checkbox"/> Compressed Air Supplier |
| <input type="checkbox"/> Contractor - Type: _____ | <input type="checkbox"/> Refrigeration Supplier |
| <input type="checkbox"/> Architect/Designer | <input type="checkbox"/> HVAC Contractors |
| <input type="checkbox"/> Builder | <input type="checkbox"/> Pump Supplier |
| <input type="checkbox"/> Energy Efficiency Consultant | <input type="checkbox"/> Other: _____ |

SaskPower Efficiency Programs

Please check all programs that your business is qualified to participate in*:

- | | | |
|--------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------------|
| Residential | Commercial | Industrial |
| <input type="checkbox"/> Residential Lighting Discount | <input type="checkbox"/> Commercial Lighting Incentive | <input type="checkbox"/> Industrial Energy Optimization Program |
| | <input type="checkbox"/> Commercial Refrigeration Incentive | <input type="checkbox"/> Compressed Air System Program |
| | <input type="checkbox"/> Parking Lot Controller | |
| | <input type="checkbox"/> Net Metering | |

*For information on program participation qualifications, please refer to: www.saskpower.com/efficiency-programs-and-tips



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Applicant represents and warrants that the following participation criteria are correct and true:

1. GST Registration #: _____;
2. Workers' Compensation Registration #: _____;
3. PST Vendor License #: _____ (if applicable);
4. I/We are registered to carry on business in the Province of Saskatchewan;
5. The applicant shall have Commercial General Liability insurance with a minimum limit of \$2,000,000 each occurrence covering amounts the applicant becomes legally obligated to pay as damages arising from personal injury or property damage.
6. Our business fully complies with all laws and regulations, including those respecting safety, legal and environmental;
7. I/We, or our employees, have no criminal convictions and/or Orders, judgments, ministerial orders or directives relating to the negligent performance of our operations outstanding against us;
8. I/We will ensure that all plumbing, heating, air conditioning, ventilation and any other applicable work performed by or on behalf of us for a customer will be performed by skilled tradesmen who possess the appropriate journeymen's qualifications and certificates prescribed from time to time by law, or by qualified apprentices under the supervision of such tradesmen;
9. I/we understand and agrees that by submitting this Agreement, whether or not it is accepted, I/we hereby consent to the collection, use, disclosure and other handling of any information it provides to SaskPower or its Trade Professionals to implement, monitor and ensure compliance with this program;
10. I am authorized to enter into this Agreement with SaskPower on behalf of the business named above.

Signed at _____ this _____ day of _____, 20_____

X _____
(Applicant's Signature)

The above application is hereby accepted by SaskPower on the terms and conditions herein.

X _____
(SaskPower Representative)

Dated the _____ day of _____, 20_____.

SaskPower will not review any application until all components of the application have been completed. If the application is approved, the applicant will receive an approval notice and will be assigned with a Trade Professional ID number.

TERMS & CONDITIONS

The following terms and conditions form part of and are incorporated into the Agreement document. Saskatchewan Power Corporation ("SaskPower") and the Applicant to this Agreement ("Trade Professional") wish to enter into an agreement relating to advertising, communications, promotion, participation and industry development of SaskPower's energy efficiency and conservation programs. In consideration of mutual promises and other good and valuable consideration, the parties agree to the following terms and conditions:

Article 1 - Conditions on Participation

1.1 SaskPower will evaluate the Trade Professional's application and will rely upon warranties and representations made by the Trade Professional in the application in determining whether to enter into this Agreement with the Trade Professional.

1.2 Changes to this Agreement may be made from time to time by SaskPower throughout the term on 30 days written notice to Trade Professional.

1.3 The Trade Professional represents and warrants that the statements made in this Agreement are true and correct in all respects, and undertakes to notify SaskPower of any change respecting any or all of the participation criteria in a timely manner.

Article 2 - Partners Communications Materials and Services

2.1 In consideration of the Trade Professional participating in the Efficiency Partners Program, SaskPower agrees to provide Partners Communications Materials which will include information that is relevant to SaskPower's energy efficiency and conservation programs. The communications materials will also include guidelines that will identify how, where and when the materials may and may not be used. These guidelines may be changed by SaskPower periodically.

2.2 The services provided by SaskPower shall be comprised of the following components:

- (a) SaskPower staff will refer customers to Trade Professionals who have signed the Agreement with SaskPower.
- (b) Maintain continuous communication to address issues common to the Efficiency Partners.
- (c) Provide leadership and information sharing in customer, market, technology and industry trends and provide training opportunities for Trade Professionals for applicable SaskPower programs.

Article 3 – Trade Professional Obligations and Responsibilities

3.1 The Trade Professional agrees to:

- (a) Maintain insurance and good standings required under participation criteria;
- (b) Update SaskPower with any changes to primary owner, address, name, email address or other contact info;
- (c) Provide quality customer service in the carrying out of its operations, and demonstrate the ability to provide sales and service solutions for customers including prompt and fair resolution directly with the customer of any issues that may arise;
- (d) Make available communication tools to support programs made available by SaskPower pursuant to this Agreement;
- (e) Attend and participate in program training as provided by SaskPower;
- (f) Participate in customer, market and industry analysis with SaskPower;
- (g) Maintain its premise showrooms and vehicles in a reasonable state of appearance;
- (h) Promote and actively encourage other members to convey a positive image of the power utility industry and support the Efficiency Partners initiatives. The Trade Professional agrees to support highest standards for safety and professionalism in the carrying out of its operations;
- (i) Comply with all codes and regulations relevant in the power utility industry;
- (j) The Trade Professional will ensure that all electrical, refrigeration, plumbing, heating, fire protection, air conditioning, ventilation and any other applicable work performed by or on behalf of the Trade Professional for a customer will be performed by skilled tradesmen who possess the appropriate journeymen's qualifications and certificates prescribed from time to time by law, or by qualified apprentices under the supervision of such tradesmen;
- (k) Advertise in a truthful and professional manner and avoid portraying other participating Trade Professionals and SaskPower in a negative way;
- (l) Participate in the Efficiency Partners advertising initiatives, which could include direct mail, newspaper, signage, television, and other advertising;
- (m) Comply with applicable privacy legislation in conducting business with our mutual customers; and
- (n) Each party consents and agrees to allow the other party to store contact information, such as names, phone numbers, and email addresses for its business representatives, and to use such information for the purposes of this Agreement and to communicate with the other party for the purposes of their business relationship.
- (o) The Trade Professional agrees to allow SaskPower to use the Trade Professional's contact information for promotional purposes of the Efficiency Partners Program. SaskPower will receive the Trade Professional's consent prior to utilizing any of the Trade Professional's information for public purposes.
- (p) The Trade Professional agrees to comply with SaskPower's "Communications Guidelines", as may be amended from time to time by SaskPower in its sole discretion, at all times. The Trade Professional may request a copy of the Communication Guidelines at any time by emailing SaskPower at EfficiencyPartners@saskPower.com.

Article 4 – Subcontractors

4.1 The Trade Professional acknowledges and agrees that any subcontractor appointed by it under the terms of this Agreement shall be a subcontractor of the Trade Professional and not of SaskPower.

4.2 The Trade Professional shall ensure that any and all subcontractors appointed by it under the terms of this Agreement shall observe and be bound by the terms and conditions contained in this Agreement governing the provision of Trade Professional services.

4.3 The Trade Professional shall be responsible to SaskPower for the acts and omissions of any subcontractor appointed by it under the terms of this Agreement and SaskPower shall have no liability whatsoever to such subcontractors, including, without limiting the generality of the foregoing, liability for any compensation which shall be the responsibility of the Trade Professional.

4.4 The Trade Professional shall ensure that any and all subcontractors appointed by it under the terms of this Agreement shall be paid in full and in a timely manner, for any and all services provided by such subcontractor and shall undertake to ensure that any liens which may become registered against title to the property owned by any customer for which the subcontractor provided installation or services on behalf of the Trade Professional under the terms of this Agreement are discharged in a timely manner and the Trade Professional shall assume all responsibilities for all fees, costs and other expenses associated with such discharge.

Article 5 - Indemnity

5.1 The Trade Professional shall indemnify and hold harmless SaskPower from and against any suit, claim, loss, cost, damage or expense brought, pressed, claimed or awarded against SaskPower arising directly or indirectly from the act or omission of the Trade Professional or its employees, agents, or representatives in respect of the Agreement or services, the breach of any provision of this Agreement, the negligence of the Trade Professional, or respecting products provided, installed or sold by the Trade Professional.

5.2 SaskPower shall indemnify and hold harmless the Trade Professional from and against any suit, claim, loss, cost, damage or expense brought, pressed, claimed or awarded against the Trade Professional arising directly where SaskPower is found legally liable for the act or omission of SaskPower or its employees, agents, or representatives in respect of the Agreement or services or of the breach of any provision of this Agreement or of the gross negligence of SaskPower.

Article 6 - Term and Termination

6.1 Unless terminated in accordance with the other provisions of this Article, the initial term of this Agreement shall be effective from the date of execution hereof by both parties, until December 31, of the current year, provided however that subsequent terms shall be effective for twelve months from January 01 to December 31 of the following year.

6.2 The parties agree that the Agreement will be renewed automatically for successive annual terms unless terminated in accordance with this Agreement.

6.3 The Trade Professional may terminate the Agreement by providing SaskPower with written notice terminating the Agreement no less than thirty (30) days prior to the annual renewal date.

6.4 SaskPower may cancel the Agreement, without cause, at any time by providing the Trade Professional with 30 days' written notice.

6.5 In the event the Trade Professional breaches or is in default of any term or condition to this Agreement, SaskPower may provide a Notice of Default to the Trade Professional. In the event the Trade Professional has not remedied the breach or default or commenced remedy of the breach or default to the satisfaction of SaskPower within thirty (30) days of receipt of the Notice of Default, SaskPower may, at its option, terminate this Agreement by providing written notice to such effect to the Trade Professional.

6.6 The parties agree that a change in ownership of the Trade Professional will constitute an event of default and SaskPower may terminate this Agreement upon occurrence of same. The newly constituted Trade Professional shall have the right to re-apply for a Agreement with SaskPower under its new constitution, in the event the participation criteria are met, as determined by SaskPower.

6.7 In the event the Agreement is terminated or suspended in accordance with the provisions hereof, parties agree:

- (a) That the Trade Professional shall agree to cease leveraging any SaskPower Partners Member identity that has been provided to the Trade Professional.
- (b) That the Trade Professional shall return the Efficiency Partners Communications package and any signage to SaskPower as soon as reasonably practicable.
- (c) SaskPower will terminate the Trade Professional's benefits under the Agreement, including the Partners Communications package and services.

Article 7 - Miscellaneous

7.1 The Trade Professional has no right to use SaskPower's official marks, trademarks, or other intellectual property without SaskPower's prior written consent. In the event such consent is provided, the Trade Professional shall be responsible for complying with all terms and conditions associated with the consent to use the identified SaskPower official marks, trademarks, or other intellectual property.

7.2 The Trade Professional is hereby deemed an "independent contractor" and nothing herein shall be read or construed so as to constitute the Trade Professional a business partner, agent, representative or employee of SaskPower.

7.3 Neither party may assign this Agreement unless that party has first obtained the express written consent of the other.

7.4 This Agreement shall be binding on and ensure to the benefit of the Trade Professional and SaskPower and their respective successors and permitted assigns.

7.5 In the interpretation of this Agreement, words in the singular shall be read and construed in the plural and vice versa, and words in the masculine shall include the feminine and neuter, where the context so requires.

7.6 If any provision in this Agreement or any part thereof shall be held by a court of competent jurisdiction to be invalid or unenforceable, such provision, or part thereof, shall be severable here from and of no force and effect without invalidating the remaining provisions hereof and this Agreement shall continue in full force and effect as if the same had not been a part hereof.

7.7 The laws of the Province of Saskatchewan (excluding its conflict of laws rules) and the laws of Canada applicable in Saskatchewan govern the interpretation, validity and enforceability of this Agreement. The parties agree to submit to the jurisdiction of the courts of the Province of Saskatchewan.

7.8 This Agreement constitutes the entire and only agreement between the parties and supersedes and cancels all pre-existing agreements and understandings between the parties relating to the subject matter of this Contract.