



ENERGY EFFICIENCY DEALER NETWORK
PARTICIPATION AGREEMENT

DEALER OR ASSOCIATE INFORMATION

Legal Name of Company or Dealership, Business Location, Contact Name, Business Phone No., Business Fax No., Mailing Address, City, State, ZIP, Street Address, City, County, State, ZIP, E-mail Address, Web Site Address, Tax Status, Yelp/Google Review Web Address

PARTICIPANT INFORMATION (check the box that best describes your business)

Energy-Efficiency Dealers, Energy-Efficiency Associate, Licensed HVAC dealer, builder, plumber, etc., Bankers, realtors, associations and other non-installers, Benefits, Must provide proof for each, Dealers must provide a copy of one of the following

DEALER AND ASSOCIATE SECTOR SERVICE

Dealer Sector Service (check all that apply), Agricultural, Small Commercial, Large Commercial, Residential, Multi-Family Property, Schools and Government, Industrial

DEALER AND ASSOCIATE PRODUCT OR SERVICES OFFERED

Dealer Products or Services Offered (check all that apply), Associate Products or Services Offered (check all that apply), New Construction, Lighting, Weatherization, Plumbing, Electrical, Geothermal, HERS Rater, Renewable, Refrigeration, HVAC, Insulator, Architect, Banker, Engineer, Realtor, Bulb Recycling, Manufct/Dstrb/Whleslr

Languages Spoke (check all that apply), English, Spanish, Russian, Other

DEALER AND ASSOCIATE AGREEMENT

The Terms and Conditions on Pages 3 and 4 of this Dealer Participation Agreement shall be the Agreement between the parties and shall govern the conduct of the parties hereto.

Authorized Signature, Printed Name, Date

Mail to: Alliant Energy Dealer Network, 1055 Longfellow Drive, Suite D, Hiawatha, IA 52233; or fax to (319) 409-8150; or E-mail to: dealers@alliantenergy.com

For more information about the benefits available in the Energy Efficiency Dealer Network, or if you have questions about this form, please call the Alliant Energy Dealer Network at 319-237-3856. ECRM158654 REV.11 05/19

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1. ACCEPTANCE - AGREEMENT

Performance of Interstate Power and Light Company (hereafter referred to as "Company") pursuant to this Energy Efficiency Dealer Participation Agreement (this "Agreement") shall be deemed an effective mode of acceptance of this Agreement. Any acceptance of this Agreement is limited to acceptance of the express terms contained in this Agreement. Any proposal for additional or different terms or any attempt by Energy Efficiency Dealer to vary in any degree any of the terms and conditions of this offer in Energy Efficiency Dealer's acceptance is hereby objected to and rejected, and this offer shall be deemed accepted by Energy Efficiency Dealer without said additional or different terms.

2. CONDITIONS OF PARTICIPATION

Unless otherwise agreed to in writing by an authorized representative of Company, these Standard Terms and Conditions shall apply and be required for participation in the Energy Efficiency Dealers Program (the "Program").

3. TERM OF AGREEMENT

Unless otherwise terminated, this Agreement shall be in effect for a period of one year, and shall automatically renew for additional one-year periods.

4. CERTIFICATION

Energy Efficiency Dealer agrees to become certified to participate in this Program. Certification shall include, but not be limited to, meeting all insurance requirements as outlined in Section 13 of this Agreement. In addition, one of the following certification requirements must be fulfilled and proof submitted to Company.

- a. Copy(s) of state or local contractor's registration in the state(s) in which the Energy Efficiency Dealer does business in accordance with this Program.
- b. Proof of successful completion of a manufacturer's training or qualifying apprenticeship program.
- c. Certificate of Good Standing from the Secretary of State.
- d. Copy of Workforce Development Registration.

In the event Energy Efficiency Dealer loses its license to conduct business for any reason, Energy Efficiency Dealer shall immediately notify Company. Upon notification, this Agreement shall terminate immediately, and Energy Efficiency Dealer shall no longer participate in the Energy Efficiency Dealers Agreement pursuant to the termination provisions contained herein.

5. NO ENDORSEMENT

This Agreement is not an endorsement of Energy Efficiency Dealer's services. Company is in no way representing to the Energy Efficiency Dealer, the public, Company's customers or Energy Efficiency Dealer's customers that Company endorses Energy Efficiency Dealer's services, products, reputation or reliability, nor shall Energy Efficiency Dealer represent or state such an endorsement by Interstate Power and Light Company to any such parties.

6. USE OF MARKS, PUBLICITY AND ENDORSEMENTS

Neither party shall use any trademark, service mark, logo, or trade name of the other party in any manner whatsoever without the other party's express, advance written consent, and then only in strict compliance with the permitting party's instructions. Neither party shall issue any press release, announcement, or public statement with respect to this Agreement, without advance, written consent, and any such press release, announcement or public statement shall not be released without the other party's review and written approval, regardless if it may or may not be considered an endorsement. Either party may revoke consent or any other approval under this Section at any time for any reason by written notice to the other party. Either party's breach of this Section shall be a breach of this Agreement. This provision shall survive the termination of this Agreement.

7. INDEPENDENT CONTRACTOR

Energy Efficiency Dealer agrees that it is an independent contractor and shall be at all times solely responsible for itself, as well as its employees, agents and subcontractors. Company will not exercise supervision of Energy Efficiency Dealer. This Agreement may not be altered in any manner so as to change the relationship of Energy Efficiency Dealer from that of an independent contractor or to alter Energy Efficiency Dealer's responsibility to Company. Energy Efficiency Dealer shall employ only competent workers and subcontractors. Energy Efficiency Dealer agrees to procure all permits and licenses necessary or required by any statute, ordinance, rule, or regulation for performance of services or sale of goods under the Energy Efficiency Dealers Program. Energy Efficiency Dealer will notify Company immediately if:

- a. Energy Efficiency Dealer is served notice of any violation of any laws, regulations, or permits which relate in any material aspect to this Agreement;
- b. Proceedings are commenced which would lead to revocation of permits or licenses which relate to the performance of services or sale of goods hereunder; or of goods hereunder;
- c. Receipt or knowledge of revocation of permits or licenses relating to the performance of services or sale of goods hereunder for any reason.

8. COMPLIANCE WITH LAWS

Where regulations or standards have been established by or pursuant to the Occupational Safety and Health Act, the Energy Efficiency Dealer warrants that any equipment or services provided to its customers complies with such regulations or standards. Energy Efficiency Dealer agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all lawful orders, rules and regulations issued thereunder. Energy Efficiency Dealer agrees to comply with all provisions of Executive Order 11246, as amended, and all rules, regulations, and relevant orders related to equal employment opportunity, including without limitations, the equal opportunity clause set forth at 41 CFR 60-1.4 (a). Energy Efficiency Dealer agrees to comply with all provisions of the Rehabilitation Act of 1973 and all rules, regulations and relevant orders related to disabled persons, including without limitation, the equal opportunity clause set forth at 41 CFR 60-741.5 (a).

9. TERMINATION FOR CONVENIENCE

Company reserves the right to terminate this Agreement or any part hereof at any time for its sole convenience. In the event of such termination, Energy Efficiency Dealer shall immediately cease participation in the program, including any applicable use of the Company logos or other advertising tools, and rebate forms, and return same to Company. Energy Efficiency Dealer shall not be paid for rebates dated and submitted after the effective date of termination contained in the notice of termination nor for any costs incurred after the effective date of the termination.

10. TERMINATION FOR CAUSE

Company reserves the right to terminate this Agreement for cause in the event of any default by the Energy Efficiency Dealer, or if the Energy Efficiency Dealer fails to comply with any of the terms and conditions of this Agreement. Causes allowing the Company to terminate this Agreement include, but are not limited to the following:

- a. failure to submit complete and accurate rebate forms and itemized receipts, following three or more notifications of failure within any one-year period;
- b. submitting any rebate form which incorrectly states the costs of the materials or goods or includes an excessive fee for Energy Efficiency Dealer, as determined by Company in its sole discretion;
- c. loss of certifications necessary for participation in the Program;
- d. failure to provide Company, upon request, reasonable assurances of future performance, or to promptly implement corrective actions;
- e. three or more individual customer complaints within any consecutive 12 month period.

In the event of termination for cause, Company shall not be liable to Energy Efficiency Dealer for any amount that is unpaid as of the effective date of termination, and Energy Efficiency Dealer shall be liable to Company for any and all damages sustained by reason of the default, which gave rise to termination.

11. PROPRIETARY AND CONFIDENTIAL INFORMATION

Energy Efficiency Dealer shall consider all information furnished by Company to be confidential. Energy Efficiency Dealer shall not, without prior written permission of Company, disclose such confidential information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever. In the event that Energy Efficiency Dealer is required by applicable law or regulation or by other legal, judicial or regulatory process to disclose any confidential or proprietary information, Energy Efficiency Dealer shall provide Company with prompt notice of such requirement in order to allow Company to seek an appropriate protective order or other remedy, and will consult with Company with respect to taking steps to resist or narrow the scope of such request or legal process.

12. INDEMNIFICATION

- a. Energy Efficiency Dealer agrees to assume all risk of loss and to defend, indemnify and hold Company, its officers, employees and agents harmless against any and all claims, liabilities, damages, losses, costs or expenses of whatever nature or character for all injuries or damage of any type to any person or property, including injuries or damage of third parties to the extent caused by any act or omission of Energy Efficiency Dealer or its subcontractors or of anyone directly or indirectly employed by any of them for whose acts any of them may be liable, resulting from or arising out of the services performed or goods sold, or any of the activities of Energy Efficiency Dealer its employees, or any subcontractors or its employees, pursuant to this Agreement.
- b. Energy Efficiency Dealer further agrees to assume all risk of loss and to defend, indemnify and hold Company, its officers, employees and agents harmless against any and all claims, liabilities, damages, losses, costs or expenses of whatever nature or character for all injuries or damage of any type to any person or property, including injuries or damage of third parties to the extent caused by any act or omission of the Energy Efficiency Dealer or its subcontractors or of anyone directly or indirectly employed by any of them for whose acts any of them may be liable which cause or create pollution, contamination or adverse effects on the environment, due to, but not limited to the disposal, discharge, escape, dispersal, release or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases or hazardous substances as defined under applicable state law, into the atmosphere, or on, onto, in or into the surface or subsurface soil, ground waters, or surface waters.

13. INSURANCE

Energy Efficiency Dealer shall provide and maintain public liability and property damage insurance so as to provide protection against claims or suits in connection with this Agreement. Energy Efficiency Dealer shall furnish to Company certificates issued by insurance companies acceptable to Company showing policies carried and the limits of coverage as follows:

- a. Workers' Compensation Insurance for Energy Efficiency Dealer's employees to the extent of statutory limits and Occupational Disease and Employer's Liability Insurance.
- b. Commercial General Liability Insurance as applicable to Energy Efficiency Dealer's obligations under this Agreement with limits not less than:
Bodily Injury - \$1,000,000 per occurrence and
Property Damage - \$1,000,000 per occurrence.
- c. Automobile Liability Insurance including coverage for Bodily Injury and Property Damage.

Certificates of Insurance shall be on file with Company prior to execution and shall remain in effect for the duration of this Agreement.

All certificates of insurance shall state that prior to cancellation, non-renewal or any material change, thirty - (30) days written notice shall be given to Company. Failure of Company to enforce the minimum insurance requirements listed above shall not relieve Energy Efficiency Dealer of responsibility for maintaining these coverages.

14. WARRANTY

Energy Efficiency Dealer warrants to Company that the services performed shall be performed by qualified and competent personnel in accordance with industry practice and the high standards of care and practice appropriate to the nature of the services rendered and that any materials, equipment and goods furnished to Energy Efficiency Dealer's customer shall be free from defects. The foregoing warranties are given and accepted in addition to any warranties of merchantability and fitness for a particular purpose provided by the Uniform Commercial Code as adopted by the State of Iowa.

15. REMEDIES

- a. Upon discovering any breach of this Agreement by Energy Efficiency Dealer, Company may pursue any and all remedies available under law. Subject to applicable statutes of limitations, Company may pursue the remedies provided above including termination of this Agreement, at any time following the date a breach of this Agreement is discovered or, by exercise of reasonable diligence, could have been discovered.
- b. Each of the rights and remedies reserved to Company in this Agreement shall be cumulative and in addition to any other further remedies provided in law or equity or in this Agreement.
- c. No agreement varying or extending any warranties or remedies herein will be binding unless in writing and agreed to by Energy Efficiency Dealer and Company.

16. LIMITATION OF LIABILITY

COMPANY SHALL NOT IN ANY EVENT OR UNDER ANY CIRCUMSTANCE WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY, BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF SITE SYSTEMS, COST OF CAPITAL OR CLAIMS BY THE CUSTOMER FOR CUSTOMER'S DAMAGES, IF ANY. THE REMEDIES OF ENERGY EFFICIENCY DEALER SET FORTH IN THESE STANDARD TERMS ARE EXCLUSIVE, AND THE SUM TOTAL LIABILITY OF COMPANY TO ENERGY EFFICIENCY DEALER WITH RESPECT TO THE ENERGY EFFICIENCY DEALERS PROGRAM, SERVICES, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER ANY WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF THE APPLICABLE REBATE. ENERGY EFFICIENCY DEALER AGREES TO INDEMNIFY AND HOLD COMPANY HARMLESS FOR ANY CLAIMS, LAWSUITS, ACTIONS, LOSSES OR LIABILITIES ARISING FROM OR IN CONNECTION WITH ANY ENERGY EFFICIENCY DEALER OR CUSTOMER FURNISHED INFORMATION WHICH IS DEFECTIVE, ERRONEOUS OR UNSUITABLE FOR THE PURPOSE INTENDED.

17. SAVING CLAUSE/INDEPENDENT TERMS

Each term and condition of this Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or article shall not invalidate the remaining paragraphs or articles. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.

18. NONWAIVER

The failure of Company to insist on or enforce, in any instance, strict performance by Energy Efficiency Dealer of any of the terms of this Agreement, or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such terms or rights on any future occasion.

19. DISPUTES AND GOVERNING LAW

Any disputes not settled by management of the parties within thirty (30) calendar days shall be settled by submission to a third party mediator, such mediation to be administered in accordance with the procedures established by the American Arbitration Association under its Commercial Mediation Rules. Company and Energy Efficiency Dealer shall share equally the compensation and expenses of the mediator as well as all fees and expenses imposed associated with transcripts, hearing room rentals, filing fees and administrative costs. Company and Energy Efficiency Dealer shall each be responsible for their own costs and legal fees, if any. Should mediation not resolve the matter between the parties within thirty (30) calendar days of submission to mediation, either party may litigate the controversy in the appropriate court. This Agreement shall be governed by the laws of the State of Iowa with venue lying in Linn County, Iowa. If requested by Company, Energy Efficiency Dealer's obligation to perform under this Agreement shall remain in effect during resolution of disputes. This Agreement is executed at Cedar Rapids, Iowa, the day and year first written hereinabove.