ENERGY SERVICE PROVIDER APPLICATION

CONTACT INFORMATION

Name: Email: Phone:

BUSINESS INFORMATION

Business Name:

Business Address:

City: State: Zip:

President/Owner: Type of Business: Website:

TRADE REFERENCES

Business Name: Contact: Phone:

Business Name: Contact: Phone:

Business Name: Contact: Phone:

PLEASE INDICATE CUSTOMER SEGMENTS SERVED:

☐ Residential ☐ Commercial ☐ Industrial

PLEASE INDICATE TYPES OF ENERGY SERVICES YOUR COMPANY PROVIDES:

☐ Renewable Energy ☐ Energy Management ☐ Energy Efficiency

PLEASE IDENTIFY A LIST OF COUNTIES WHERE YOU CONDUCT BUSINESS:

NOTE: INFORMATION IS PROVIDED TO CUSTOMERS AND BUSINESSES LOOKING FOR ENERGY SERVICES.

SIGNATURES

The information provided above is accurate. I have reviewed the Energy Service Provider Agreement and I understand that my future participation is contingent upon meeting the standards of the program defined in the Agreement.

Print Name: Date:

Signature of Applicant:

PLEASE SUBMIT A ONE TIME APPLICATION FEE OF $100 ALONG WITH YOUR APPLICATION

Sustainable Energy Fund
Live it today for tomorrow.

www.thesef.org • 610.264.4440
4250 Independence Drive, Suite 100, Schnecksville, PA 18078

ESP PARTICIPATION AGREEMENT

Sustainable Energy Fund ("SEF") is a non-profit 501(c)(3) whose mission it is to invest in and promote sustainable energy. The purpose of SEF's Energy Services Provider ("ESP") network program is to provide energy services providers with marketing assistance, education, training, and development support related to programs offered by SEF. To become eligible for SEF support and to offer SEF program's to your customers, ESPs must meet the requirements specified in this ESP Participation Agreement (this "Agreement").

STANDARDS

1) Abide and conform to all applicable laws and maintain all applicable licenses required by the federal, state or local authority where programs are offered by participant.
2) Abide by all applicable regulations, rulings, proclamations, statutes, and building codes of all government bodies having jurisdiction.
3) Present all material facts, whether presentations are verbal or written, about ESP's products and services and ensure that written materials are readily available, clear, accurate, and complete.
4) Assign only trained, qualified, and licensed (where applicable) personnel to perform work in relation to any SEF program. All work will be completed in a timely and professional manner that meets or exceeds then current accepted performance standards of the industry.
5) ESP must abide by legitimate marketing and sales practices in accordance with applicable federal, state, and local laws and regulations.
6) Maintain a B or better rating with ESP's local Better Business Bureau.

TERM

The term of this Agreement is for one (1) year from the date of execution. On an annual basis, ESPs must be re-certified to offer SEF's programs. The annual certification process is designed to be easy and is initiated by SEF. The purpose of the annual certification is to remove ESPs not using the program and to verify that active ESPs continue to meet the requirements for participation. Such determination shall be in the sole, exclusive discretion of SEF. ESPs must supply SEF with current information as requested by SEF to confirm that program requirements are being met. ESP's failure to provide SEF with the requested information, or failure to meet the minimum qualifications for participation will be terminated from the program. ESPs removed due to failure to provide information or failing to meet the minimum qualifications can reapply at their discretion by completing a new application and submitting it to SEF for consideration.

TRADEMARK AND ADVERTISEMENT

The SEF name and marks may never be used in any manner that would imply SEF endorsement of a company, its products, or its services. The marks may not be altered, cut apart, separated, or otherwise distorted without written permission from SEF. The marks may never be used in a manner that would disparage SEF or any governmental body or agency.

CONDITIONS

Endorsement - ESP will not construe, claim, or imply that its participation in SEF's program(s) constitutes SEF approval, acceptance, or endorsement of anything other than the ESP's commitment to sustainable energy.

Relationship - Both SEF and ESP are independent contractors, and the Agreement is non-exclusive. Neither SEF nor ESP is a legal representative, legal agent, nor legally bound partner of the other, nor does the agreement create a joint venture between SEF and ESP. ESP may not assign its rights or obligations hereunder without prior written consent of SEF.

TERMINATION

1) ESP and SEF will assume good faith as a general principle for resolving conflicts under the ESP network program. Both parties will endeavor to resolve all matters informally, so as to preserve maximum public confidence in the energy services industry. In the event the parties are unable to amicably resolve any dispute that should arise herefrom, the parties hereto agree such dispute will be first referred to mediation under the commercial mediation procedures promulgated by the American Arbitration Association. Any such mediation will take place at the offices of SEF.
2) To be a member of SEF's ESP network is an honor and not all companies will be eligible to participate.
3) Both parties concur this Agreement is wholly voluntary and may be terminated by either party at any time, for any reason, with no penalty.
4) Failure to comply with this Agreement can result in termination of this Agreement.
5) SEF reserves the right to restrict ESP's participation or remove ESP from the program for convenience at any time for any reason. SEF's decision to restrict ESP's participation or remove ESP from the program shall be final and in its sole discretion.

SPECIAL CLAUSES

Indemnification – The ESP agrees to indemnify and hold harmless SEF as well as its officers, agents, directors, contractors and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity for personal injury including death and/or property damage as a result of acts, omissions, negligence or misconduct on the part of the ESP, its employees, agents, representatives, contractors or any person acting for or on the ESP's behalf relating in any way to this Agreement, the activities of the ESP, its agents, contractors, officers, employees and contractors.

The ESP agrees that under no circumstances shall SEF be liable for any direct, indirect, punitive, incidental, special, or consequential damages. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis, even if SEF has been informed of or otherwise has knowledge of the possibility of such damage.

In the event of any such suit or claim, ESP shall give SEF immediate notice thereof and shall provide all assistance required by SEF in SEF's defense. SEF shall give ESP written notice of any such claim or suit, and ESP shall have full right and obligation to conduct ESP's own defense thereof. Nothing contained herein shall be deemed to accord to ESP, through its attorney(s), the right to represent SEF in any legal matter.

Liability –SEF does not assume any liability or responsibility for the actions of ESP in carrying out the purposes of this Agreement.

Assignment – This Agreement shall not be transferred or assigned by the ESP without prior written consent of SEF.

Conflicts of Interest - The ESP warrants that no amount shall be paid directly or indirectly to an employee or director of Sustainable Energy Fund as wages, compensation, or gifts in exchange for any reason including but not limited to acting as an officer, agent, employee, subcontractor, or consultant to SEF in connection with any work contemplated or performed whether or not relative to this Agreement.

Force majeure – The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.

Severability - If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the decision shall not affect the validity of the remaining Agreement terms and conditions, and the rights and obligations of SEF and ESP shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

Governing Law - This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without reference to conflict of laws principles. ESP hereby consents and submits to the exclusive jurisdiction of the courts of Lehigh County, Pennsylvania with respect to any claim, matter or dispute with respect to this Agreement. Any conflict hereunder shall first be referred to mediation as described herein.

SEF may make changes to the program by providing written notice to the ESP thirty (30) days prior to the effective date of the change.

By signing below, ESP accepts all terms and conditions of this ESP PARTICIPATION AGREEMENT and has read and will abide by all guidelines outlined in the ESP PARTICIPATION GUIDELINES.

Energy Services Provider

BY:

Name:_____

Title:_____

Sustainable Energy Fund

BY:

Name:_____

Title:_____