



**THE TERM "TRADE ALLY" REFERS TO DEALER, DISTRIBUTOR, OR CONTRACTOR.**

**TRADE ALLY INFORMATION** *All information is required*

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact City, State, Zip: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Fax: \_\_\_\_\_

Web Address: \_\_\_\_\_

**TERMS AND CONDITIONS** *continues on next page*

As a participating member in the city of Boulder's ClimateSmart at Work Program Trade Ally Network, participant ("Trade Ally") agrees to provide the city of Boulder and local businesses with information consistent with the following terms and conditions. Failure to comply will result in the exclusion of Trade Ally from participating in the ClimateSmart at Work Program Trade Ally Network. If such an exclusion occurs, the Trade Ally will not be listed as a referral on energy audits provided to city of Boulder commercial customers, and the Trade Ally's contact information will be removed from the city of Boulder's website.

**Qualifying Trade Allies**

Qualifying Trade Allies provide services related to energy efficiency to commercial and industrial customers with properties located in the city of Boulder. These services include, but are not necessarily limited to: lighting; heating, ventilation, and air conditioning (HVAC); building controls; motors and variable speed drives (VSD); and recommissioning services.

**City of Boulder's ClimateSmart at Work Program**

The city of Boulder has immediate goals to reduce energy consumption within the city as a means to help meet the city of Boulder's commitment to adopt Kyoto Protocols and reduce greenhouse gas emissions. The ClimateSmart at Work Program targets the identification and initial quantification of savings associated with energy efficiency projects for commercial and industrial customers located within the city of Boulder. The creation of a Trade Ally Network and the active participation of Trade Allies with identified or potential energy-related projects will be key contributions toward achieving the city of Boulder's energy reduction goals.

The city of Boulder will provide low to no cost energy audits to qualifying commercial and industrial customers in collaboration with Xcel Energy. These customers may be identified through Trade Ally outreach or city of Boulder marketing efforts. The energy audits will not be "investment grade", but an overview of customers' potential energy efficiency project opportunities for common improvements such as lighting, HVAC, controls, motors, and VSDs.

Trade Allies may provide customer leads to the city of Boulder so that customers may receive audits through the ClimateSmart at Work Program. The city of Boulder will conduct regular project status calls with participating Trade Allies to follow-up on potential project leads. The city of Boulder will provide participating Trade Allies with customer applications for the ClimateSmart at Work Program to support the identification of potential energy audit candidates and to assist in promoting energy efficient projects to their customers. Customers are required to complete and submit an application to the city of Boulder for review for participation in the program.

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**TERMS AND CONDITIONS**

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Trade Allies shall not use the city of Boulder's name, trademark, trade name, logo, identity or any affiliation for any reason, including soliciting customers, without the city of Boulder's prior written consent. This shall apply to, but not be limited to: seller proposal forms; envelopes; business cards; vehicle panels; telephone directories (including white pages, yellow pages and business directories); trade publications; advertising (including newspaper, radio and television); door-to-door flyers; clothing; briefcases; clipboards; billboards; or mailings.

**Removal from Program Participation**

The city of Boulder reserves the right to end Trade Ally participation in this program at any time. Trade Ally participation can be ended for any of, but not limited to, the following reasons: 1) failure to comply with agreement terms and conditions; 2) misrepresentation of program to local business customers or other Trade Allies; or 3) termination of the ClimateSmart at Work Program.

Trade Allies may also terminate their agreement to participate in the ClimateSmart at Work Program, providing 10 days written notice prior to termination.

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**AGREEMENT AND SIGNATURE**

By signing below, Trade Ally acknowledges the following:

- To have read and understood the Terms and Conditions of this agreement and the ClimateSmart at Work Program Manual and agree to comply with all terms and conditions pertaining to this program.
- To defend, protect, indemnify and hold harmless city of Boulder, Nexant Inc., and all officers, directors, associates, related firms and entities, employees, servants, and agents of the city of Boulder (collectively "the Parties") from against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis of every kind and character whatsoever ("claims") arising out of or incident to, or related in any way to, directly or indirectly, the ClimateSmart at Work Program; provided however, that Trade Ally shall not be required to indemnify and hold harmless any Parties member against claims adjudicated to have been caused by their active negligence or willful misconduct.

Trade Ally Contact Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Trade Ally Contact Name (print): \_\_\_\_\_

Submit a completed copy of this agreement to:

ClimateSmart at Work Program Administrator  
1401 Walnut Street #400  
Boulder, CO 80302  
Fax: 303-440-6644  
Email: lroy@nexant.com