

The **Preferred Partners Network (PPN)** recertification process is designed to simplify renewing your PPN Membership. For your membership to be renewed, you must complete the Program Refresher training which will be sent to you by the Trade Ally Coordinator.

Applicant Information

Company Name <i>(as shown on your last tax return)</i>				<input type="checkbox"/> Primary or <input type="checkbox"/> Branch	
Contact Name		Title		Email	
Mailing Address		City		State	Zip
Office		Cell		Fax	

Additional Contact Information *(Complete if you would like additional contacts from your company included in PPN communications)*

Contact Name		Title		Email	
Office		Cell		Fax	

Contact Name		Title		Email	
Office		Cell		Fax	

Requirements and Guidelines

The requirements and guidelines below apply to all TVA EnergyRight Solutions PPN Members.

1. Participation Criteria

1.1 Membership

PPN membership offers outstanding benefits as well as program expertise to assist customers with the incentive application process. Examples of benefits include, but are not limited to, program and technology training, program updates via email and newsletters, sales tools, improved visibility, and marketing collateral. Once a PPN member has completed two projects with the Program they will receive an Approved Member Certificate and their company will be listed on the EnergyRight.com website. TVA maintains the right to modify benefits periodically upon thirty (30) days written notice to all current PPN members. If approved by TVA, PPN membership shall become effective as of the date of TVA's approval of the application (hereinafter called "Membership Anniversary Date") and will continue in effect for twelve (12) months from said Membership Anniversary Date. PPN membership may be terminated earlier by either party.

PPN membership will be reviewed at least annually by TVA (hereinafter called "Annual Recertification") for compliance with PPN membership requirements (PPN Requirements), which are set forth in this document. Membership may be extended on a year to year basis by TVA, provided PPN Requirements are met.

1.2 Membership Requirement

To be accepted for PPN membership, each applicant must submit a completed application Form 800PPN, proof of insurance, a copy of current business license and meet all requirements set forth in Section 1. TVA, in its sole judgment and discretion, will make the determination(s) as to whether the requirements set forth below relating to any aspects of PPN membership have been met or

whether good cause exists to deny PPN membership. It is further expressly recognized and agreed that nothing in this document shall be interpreted to create a legal entitlement to membership in the PPN.

Membership is divided into two groups:

- 1) Group 1: all contractors and installers
- 2) Group 2: all other business types

1.2.1. Completed Application

To qualify as a PPN member, a Trade Ally must submit a completed application, to TVA program office via email, fax or mail. Once approved, the PPN Member is responsible for updating any changes or additions to the initial application when the changes occur. The PPN Member is responsible for recertifying their membership annually, within twenty-five (25) days of the Membership Anniversary Date, with notice to TVA as provided for in section 7 below.

1.2.2 Licensing Requirements

To qualify as a PPN Member, a Trade Ally must provide a copy of its current State Business License and/or Contractor's License. Once approved, the PPN Member is responsible for providing current license information, pursuant to section 1.2.1 above on an annual basis and when changes occur, with notice to TVA as provided under section 7 below.

1.2.3 References

To qualify as a PPN Member, Trade Ally must provide to TVA at least three (3) customer references for whom the PPN applicant has completed energy efficiency projects and/or installations within the last two (2) years. If you are not a contractor or installer, you may use your contractor/installers as references.

1.2.4 Proof of Insurance

To qualify as a PPN Member, a Trade Ally must provide proof of current insurance coverage including general liability, worker's compensation and auto insurance as outlined in the Request for Insurance Form 820PPN. Proof of insurance shall be provided to TVA upon initial membership. Once approved, the PPN member is responsible for providing current insurance information, pursuant to section 1.2.1 above on an annual basis and when changes occur, with notice to TVA as provided for under section 7 below. If a Trade Ally does not perform any installation work at the end-user's facility, they should provide general liability insurance and may be exempt from providing worker's compensation and auto insurance.

1.2.5. Training

A PPN applicant must attend a New Member Orientation webinar prior to obtaining their new member approval, and this training must occur within 30 days of the PPN receiving the application approval. Upon approval, a PPN Member, or its representative, shall attend at least three (3) TVA training sessions of different content per membership year. Said training sessions shall be made available to all PPN members. Upon completion of each training session, a PPN member will receive credit and a certificate of completion upon request. TVA, at its sole discretion, may determine if good cause exists to postpone said training requirements.

Upon Annual Recertification or otherwise, TVA has the right to terminate membership if training requirements are not met.

1.2.6. Program Participation

A PPN Member shall participate in the EnergyRight Solutions for Business/Industry programs offered by TVA. A PPN Member must complete at least two (2) project installations per membership year. TVA, at its sole discretion, may determine if good cause exists to postpone said requirements.

Upon Annual Recertification or otherwise, TVA has the right to terminate membership if the program participation requirements are not met.

1.2.7 Financial Review

PPN membership is dependent upon TVA or its designee performing a creditworthiness review of each potential member and a determination by TVA or its designee, in its sole judgment, that the potential member is creditworthy. In completing the initial credit evaluation, TVA or its designee will consider many factors to determine creditworthiness including, but not limited to, financial statements, credit reports, Dun & Bradstreet reports or other documents as required by TVA to determine credit worthiness. Potential PPN Members shall provide TVA or its designee with the information required herein and any other financial documents as may be requested by TVA or its designee.

2. PPN Membership

Within thirty (30) days of receiving a completed application, TVA will endeavor to make a determination on whether this application for PPN membership is approved or rejected. The applicant will be notified via email, to the address provided in the membership application, of its acceptance or rejection as a PPN Member promptly after a decision is made. If an application is rejected, the applicant may submit a new application 60 days after rejection date along with supporting documentation. TVA will review and make determination and notify the applicant in accordance with this section.

Once approved, the PPN membership will begin on the effective date of approval, as stated in the notification from TVA, and will continue for a Membership year thereafter, unless determined otherwise by TVA. All members must apply for membership

recertification at the end of their Membership year. Upon recertification, each member must attend a Program Refresher webinar within the first 60 days of their renewal. After TVA has granted membership to the PPN member, the PPN Member is eligible to perform work for end-use customers on TVA-promoted energy efficiency and demand response projects. Neither TVA nor Local Power Companies (LPCs) warrant the quality or appropriateness of the work performed by any PPN Member.

3. Membership Responsibilities

PPN Members shall:

- Meet all membership requirements as described in Section 1 and comply with PPN Requirements.
- Support TVA's ongoing commitment to provide exceptional service to LPCs and commercial and industrial end-use customers.
- Confirm that the LPC is participating in certain commercial and industrial energy efficiency and demand response programs sponsored by TVA.
- Contact the LPC about required forms and any items on the forms needing clarification before work begins.
- Contact the LPC and TVA before entering into an energy efficiency and demand response contract with commercial or industrial end-use customers that may qualify for participation in a TVA-sponsored program.
- Provide TVA and the LPC with any requested information about energy efficiency and demand response projects.

4. Code of Conduct

Upon acceptance into the PPN, each PPN Member will:

1. Maintain all licenses, permits, authorizations, consents, or approvals of all appropriate governmental authorities and all public or private boards and bodies necessary to perform energy efficiency and demand response projects in each area in which the PPN Member does business.
2. Represent truthfully and clearly the PPN Members' qualifications and capabilities to perform services.
3. Not make misleading or exaggerated claims as to the level of energy cost savings that can be expected from the services provided by the PPN Member.
4. Agree 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 TVA or LPCs. The PPN Member will act as an independent contractor to provide services to its customers, and no employee of the PPN Member will be considered, for any purpose, to be an employee, agent, or representative of TVA or LPCs. Any contracts between the PPN Member and its customers or any third parties shall clearly and conspicuously express that no agency relationship exists between TVA or LPCs and the PPN Member.
5. Public recognition of TVA's name and status, and as a partner of TVA are valuable resources and must be protected. Social media and other communications tools have a significant impact on corporate and professional reputations. Furthermore, it shall be stated in any posted, co-branded material that the material posted is the employee's opinion only and not TVA's position or point of view.
6. Not participate in aggressive or pushy sales techniques.
7. Comply with TVA's EnergyRight Solutions program rules as defined in the Program application.

5. Co-branding Opportunities

A TVA co-branded PPN logo is available to qualifying PPN members. To be eligible to use the EnergyRight Solutions for Business/Industry PPN logo, a PPN must complete at least two (2) project installations per membership year and adhere to the co-branding guidelines set forth in the Co-branding Guidelines Form 820PPN. Once a PPN has completed two (2) project installations and requested co-branded materials, the Program will email the co-branding guidelines to be reviewed, signed and returned to the Program office. All co-branded materials must be submitted to the Program for approval prior to printing or distribution.

6. Withdrawal and revocation of PPN Membership

A PPN Member may terminate its PPN membership by notifying TVA upon fifteen (15) days prior written notice of the effective date of such termination. By such time of the termination date, the PPN Member must provide TVA with a list of all work in progress under any energy efficiency and demand response project related to a TVA program where there is a signed agreement between the PPN Member and a commercial or industrial end-use customer. TVA reserves the right, in its sole discretion, to terminate a PPN membership in the PPN at any time, effective immediately for any reason, including without limitation, the following:

- PPN Member fails to comply with TVA's EnergyRight Solutions program rules as defined in the program application;
- PPN Member misrepresents TVA's EnergyRight Solutions programs to customers and/or other parties;
- PPN Member knowingly provides false or incorrect information to TVA, customers, and/or LPCs;
- TVA's PPN program is terminated for any reason;
- PPN Member fails to comply with the PPN Requirements; or
- Other good cause.

Notwithstanding Section 7 below, TVA will notify any PPN Member of its PPN membership termination by certified mail to the address listed on the application, or listed on the most recent annual recertification documents. The termination notice will provide the reason(s) and the effective date of such termination. Upon termination, the PPN Member shall relinquish all rights and benefits of being a PPN Member. If a former PPN Member would like its PPN membership to be reinstated after termination, the firm may submit a new application 60 days after their termination date along with supporting documentation that TVA, in its discretion, may require. TVA will make determination and notify the firm in accordance with Section 2.

7. Notifications

Except for notifications of PPN application acceptance or rejection and PPN membership termination, all notices under this agreement shall be in writing and shall be served by electronic mail delivery or by certified mail at the address of the receiving party set forth in this agreement (or at such different address as may be designated by such party by written notice to the other party), pursuant to the provisions below, unless otherwise specified herein. All notices regarding membership status and renewal shall be sent via electronic mail to the email address listed on the application, if notice is provided by TVA, and to the email address provided below in this section, if notice is provided

by the PPN Member. If three (3) attempts to communicate via electronic mail are unsuccessful, the notice shall be sent via certified mail, with return receipt requested, and shall be deemed complete upon receipt. In the event that the receipt is refused by the other party, or the other party has changed address without so notifying the sending party, notice shall be deemed given on the seventh (7th) day following the first post mark of the sender's postal service. Notice to TVA from Trade Allies or PPN Members should be delivered via certified mail to the following address:

EnergyRight Solutions
PPN, 424 Church Street Suite 1320
Nashville, TN 37219
Or via email to: PPN@tva.gov

8. Indemnification

The PPN Member shall release, indemnify, defend, and hold TVA and LPCs, contractors, agents, or employees harmless from any claims, demands, liability, suits, actions, losses, costs (including reasonable attorney's fees), and claims of every kind and description for injuries or damages to any person or property, or in any way related to the PPN except with respect to the sole negligence of TVA or a LPC. The PPN Member shall also indemnify TVA and LPCs from any third party claims for damage to property or injury to persons (including death) to the extent that such damage or injury is in any way associated with the PPN Member's participation in the PPN except with respect to the sole negligence of TVA or a LPC.

9. Limitation of Liability

Each PPN Member agrees that TVA and LPCs shall not be liable to any PPN Member, whether in contract, in tort (including negligence and strict liability), under any warranty, or otherwise, for any special, indirect, incidental, or consequential loss or damage in any way connected with the PPN. It is expressly recognized and agreed that the PPN Member shall prominently include such limitation of liability in any arrangements that it may make with TVA and/or a LPC in connection with its PPN membership.

10. No Warranty

After TVA has granted membership to the PPN Member, the PPN Member is eligible to perform work for end-use customers on TVA-promoted energy efficiency and demand response projects. Neither TVA nor LPCs warrant the quality or appropriateness of the work performed by any PPN Member regardless of its adherence to established PPN requirements or its acceptance into membership in the PPN, and there are no warranties that extend beyond the description on the face hereof. It is expressly recognized and agreed that the PPN Member shall prominently include such a warranty disclaimer in any arrangements that it may make in connection with its PPN membership.

11. No Legal "Partnership"

In the promotion and solicitation of support for the PPN, each PPN Member and TVA shall include appropriate disclaimers, approved by their counsel, to the effect that the use of the term "partner" describes a general working relationship, and is not to be construed to represent that any PPN Members, TVA, LPC, or PPN are parties to a legal partnership or other jointly controlled and operated business entity arrangement between PPN Members on one hand, and TVA or LPC on the other, or between TVA and LPC.

Agreement and Signature

By my signature below, I agree in good faith to meet the membership and performance requirements, and hereby accept all of the requirements and guidelines set forth in the TVA EnergyRight Solutions Preferred Partners Network Application. I further certify that I have read and understand those requirements and guidelines.

*Authorized Representative (*please print*)

Title

Date

Signature

*Submissions by mail, email, or fax are all acceptable.