



santee cooper<sup>®</sup>

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# Trade Ally

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Commercial & Residential

**2021**

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A Santee Cooper Trade Ally (Trade Ally) is an approved industry representative, equipment distributor, vendor, contractor and installer working collaboratively with Santee Cooper customers interested in installing high-efficiency energy saving measures.

## EXPECTATIONS OF MEMBERSHIP

Commercial and Residential Trade Allies are expected to adhere to all the requirements contained in the Trade Ally Application and Agreement provided in Appendix A and summarized here. Briefly, Trade Allies are expected to:

- Fully understand and accurately inform customers about Santee Cooper's Rebate Program,
- Assist customers in the application process by providing current application forms and supporting documentation necessary to complete the application and qualify for a rebate,
- Assist with customer inquiries about the program and, where more information is necessary, direct commercial and residential customers to:

Phone: 843-347-3399 ext. 3910 (Horry and Georgetown Counties)  
and 843-761-8000 ext. 3910 (Berkeley County)

E-mail: [commercial.energy@santeecooper.com](mailto:commercial.energy@santeecooper.com)  
[residential.energy@santeecooper.com](mailto:residential.energy@santeecooper.com)

Website: [www.empowerSCbusiness.com](http://www.empowerSCbusiness.com)  
[www.empowerSChome.com](http://www.empowerSChome.com)

- Use Santee Cooper's corporate name, trademark, trade name, logo, identity, or any affiliation on marketing or materials (printed or electronic copy) only within the scope of approved Trade Ally member activities and only with Santee Cooper's prior written consent, and cooperate with Santee Cooper and its Trade Ally Representative(s) to address and/or resolve customer concerns.

## BENEFITS OF MEMBERSHIP

Many measures in the Santee Cooper Commercial and Residential Rebate Programs require installation by a Santee Cooper Trade Ally.

Becoming a Trade Ally offers a number of advantages, including but not limited to:

- **Improved Business Visibility** – Trade Ally's contact information will be listed on Santee Cooper's dedicated energy-efficiency website, [www.empowerSCbusiness.com](http://www.empowerSCbusiness.com) and [www.empowerSChome.com](http://www.empowerSChome.com).
- **Program Training** – Trade Allies have the opportunity to participate in training designed to increase both technical and sales expertise, specifically related to the rebate programs. Santee Cooper's Rebate Program training include, but are not limited to, equipment eligibility, rebate amounts, the application process, and the anticipated customer energy and cost savings associated with qualifying high-efficiency equipment.
- **Notification of Program Updates** – The Trade Ally will receive notice of Rebate Program changes, updates, applicable advertising campaigns, and special promotions.
- **Program Support** – Trade Allies can utilize the services of the Trade Ally Representative to answer questions about Santee Cooper's program, inquire about equipment and customer eligibility, estimate cost and energy savings, and provide the Trade Ally support in addressing customer concerns about the program or rebates.

## STRATEGY FOR REGULAR COMMUNICATION WITH TRADE ALLIES

A periodic newsletter will be sent to participating Trade Allies with status updates on the Santee Cooper Rebate Program, Frequently Asked Questions, information on upcoming training and educational opportunities, and alerts to any upcoming program changes or updates. The newsletter will be distributed via e-mail to the point(s) of contact identified by the Trade Ally.

## QUALITY ASSURANCE PROTOCOLS

Santee Cooper will conduct random inspections to verify the accuracy and validity of equipment and work submitted for rebates through its Rebate Program. Projects are selected at random, except where program guidelines dictate that an inspection is required. Santee Cooper, at its sole discretion, may inspect the associated facility prior to or after approving the Rebate Reservation Request, Project Application, or Lighting Workbook to confirm facility or measure eligibility, or to verify appropriate measure installation. This inspection may include a phone survey and/or site visit. Discrepancies from information listed on request, application, workbook, or incorrect measure installation may delay or stop rebate payment. For program evaluation and quality control purposes, Santee Cooper reserves the right to inspect and/or install temporary monitoring equipment on any rebated measure prior to installation and at any time up to two years after work is completed.

## INDEMNIFICATION

Contractor agrees to indemnify, save harmless and defend Santee Cooper, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the work performed by the Trade Ally for Santee Cooper's customers.

## CONTACT INFORMATION

All questions about the Rebate Program and the Trade Ally Program should be directed to the Santee Cooper Trade Ally Coordinator as follows:

Phone: 843-347-3399 ext. 3910 (Horry and Georgetown Counties)  
and 843-761-8000 ext. 3910 (Berkeley County)  
(ask to be connected to a Trade Ally Coordinator)

E-mail: [conservation@santeecooper.com](mailto:conservation@santeecooper.com)

Website: [www.empowerSCbusiness.com](http://www.empowerSCbusiness.com)  
[www.empowerSChome.com](http://www.empowerSChome.com)

Trade Ally Participation Application and Agreement

Step 1
Trade Ally Information

Company Name Federal Tax ID

Owner Name Primary Contact Name Primary Contact Job Title

Primary Contact Office Phone Primary Contact Mobile Phone Primary Contact Fax

Primary Contact Email Company Website (by providing, you are agreeing to be listed on our website)

Mailing Address City State Zip

Physical Address (if Different from Mailing Address) City State Zip

Please list Secondary Contact Information below, if needed:

Secondary Contact Name Secondary Contact Job Title

Secondary Contact Mobile Phone Fax Secondary Contact Secondary Contact Email

Our company provides services for the following types of buildings: (check all that apply)

- Commercial Residential

Our company is: (check all that apply)

- Contractor Distributor Manufacturer's Representative Other

Our company's business classification is: (check one)

- Corporation Partnership Sole Proprietorship/Individual LLC Other

Our company services include: (check all that apply)

- Water Heating HVAC Insulation Electric Vehicles
Duct Sealing Lighting Controls
Electrical Commercial Refrigeration Other

## Step 2 (Step 2 is required for New Commercial Trade Allies only)

What experience has your company had working with customers in the sales and installation of energy-efficient lighting equipment during the last five years?

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Customer references. Please list three of your residential, commercial or industrial customers who have installed energy-efficient lighting equipment in the last five years.

Company Name	Contact Name and Phone	City
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Trade references. Please list three suppliers or licensed contractors from whom you have purchased materials or received services from in the last five years.

Company Name	Contact Name and Phone	City
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For key company personnel please list title, education and experience in energy-efficient applications. Also include any professional certifications and course work.

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## Step 3

### Licenses and Certifications

#### Required Certifications, Insurance, Licensing, and Training for Commercial Trade Allies

2021 Rebate Program Offerings	Equipment Manufacturer Certification	Professional Certification
HVAC - PTAC/PTHP rebate	X	
HVAC - Unitary Air Conditioner rebate	X	
HVAC - Heat pump rebate	X	
Lighting - Retrofit rebate		X
Lighting - Controls rebate		X
Motor Controls rebate	X	X
Refrigeration rebate		X

#### Required Certifications, Insurance, Licensing, and Training for Residential Trade Allies

Rebate Program Offerings	BPI Building Analyst OR BPI Envelope Professional Certification	ACCA Manual J, S, & D Training	NATE Air-to-Air Heat Pump Installation	NATE Air-to-Air Heat Pump Service	NATE Air Conditioning Installation	NATE Air Conditioning Service
Heat Pump		X	X	X	X	X
Duct Replacement	X*	X	X*	X		

\*Duct Replacement - BPI Analyst or BPI Envelope Professional Certification or NATE Air-to-Air Heat Pump Installation Certification and ACCA Manual J, S, and D Training.

**Additional License Information:**

- All Contractors will be required to have a current South Carolina Business License.
  - Commercial and Residential HVAC Contractors will be required to have a current South Carolina LLR Mechanical Contractor's License. A General Contractor's license is not sufficient.
  - Motor Controls Contractors will be required to have a current South Carolina LLR Mechanical Contractors License with a minimum EL2 classification.
  - Electric Vehicle Contractors will be required to have a current South Carolina LLR Mechanical Contractors License with a minimum EL2 classification.
  - Refrigeration Contractors will be required to have a current South Carolina LLR Mechanical Contractors License with a minimum RG2 classification.
  - Commercial Lighting Contractors will be required to have a current South Carolina LLR Mechanical Contractors License with a minimum EL2 classification.
  - Appliance Vendors and Equipment Dealers will be required to provide a list of rebate eligible products they sell.
  - Heat Pump Water Heater Contractors will be required to have a current South Carolina LLR Mechanical Contractors License with a minimum PB2 classification
- Contractors that hold a South Carolina LLR HVAC Contractor's Licenses are not required to also have a Plumbers License.

**Attach copies of all license to this application and agreement.**

License or Certification #	Issued to (Name)*	Class	Description	Expiration Date

\*License or certificate holder listed must be an employee of the company listed in Step 1

## 2021 Agreement between Santee Cooper and

\_\_\_\_\_ (Trade Ally)

\_\_\_\_\_ (Business Address)

\_\_\_\_\_ (City, State, Zip)

**This agreement shall be effective on December 1, 2020 and will remain effective until November 30, 2021.**

## Step 4

### Terms and Conditions

Santee Cooper is implementing energy-efficient programs to provide qualifying Santee Cooper Customers ("Customers") with rebates to facilitate the installation of energy-efficient equipment in commercial facilities and residential homes in Santee Cooper's service territory. These Terms and Conditions set forth the participation requirements for contractors applying for Trade Ally Status with the programs.

The Applicant named above is submitting this application to Santee Cooper to become a Trade Ally. If Santee Cooper grants this application, by providing Applicant with a written Trade Ally Application Approval Notice, then and only then will Applicant be an approved Trade Ally. Upon approval, Trade Ally will be bound by these terms. Approval or denial of this application is the sole discretion of Santee Cooper.

**Program Administrator.** Santee Cooper has contracted and authorized Nexant, Inc. ("Program Administrator") to administer this Program including such activities, but not limited to: facilitating project information request from Trade Allies, offering technical support to Santee Cooper, and conducting measurement and verification activities. Trade Ally stipulates and agrees that Nexant acting on behalf of Santee Cooper to otherwise administer the Program is the intended third-party beneficiary of this Agreement, who will be protected by and benefit from this Agreement in the same manner as Santee Cooper with the right to enforce those provisions and these Terms and Conditions against Trade Ally directly, in the same fashion as a party hereto.

**Effective Period.** Program Rebates are offered from December 1, 2020 to November 30, 2021, or until Program funding is exhausted, whichever comes first.

**Program Year.** The program year is defined as the period between December 1, 2020 to November 30, 2021.

**Program Participation.** Trade Ally must comply with the Rebate Program requirements outlined in the Program Manuals which are hereby incorporated herein. Trade Ally will attend all mandatory training sessions or workshops required by the Program and notified to the Trade Ally in writing. Trade Ally shall provide Santee Cooper with immediate notification if it no longer has any license, certification, registration or insurance required to be a Trade Ally. Trade Allies will ensure that Subcontractors comply with all SC LLR licensing requirements. The Trade Ally will also provide proof of licenses for Subcontractors upon request. In addition, Trade Ally must notify Santee Cooper immediately of any changes to the Trade Ally information which it submitted to the Program during the application process, including but not limited to any change of address or proposed changes in its ownership or business structure.

**Equipment Eligibility.** The Program Manuals describe the eligibility requirements for equipment to qualify for the Programs and constitutes a part of these Terms and Conditions. Only qualified equipment purchased during the Effective Period is eligible for Program consideration.

**Insurance.** Trade Ally shall provide proof of insurance documenting that Trade Ally has the minimum insurance coverages listed below in effect prior to commencing Program services and will update documentation on an annual basis. The name listed on the insurance documentation must match the company name listed in Step 1.

- Automobile Liability Insurance for coverage of owned, non-owned, hired or rented autos used in the performance of Program services with minimum combined single limits of \$500,000 per accident for bodily injury, including death, and property damage.
- Workers' Compensation Insurance for Trade Ally's employees to the extent required by applicable state statutory limits where the Services are performed or, as required by law, anywhere else a Trade Ally's employee performing Services is normally employed. Employers' liability with limits no less than \$500,000 Bodily Injury for Each Accident; \$500,000 Bodily Injury by Disease for Each Employee; \$500,000 Bodily Injury Disease Aggregate

- Commercial General Liability Insurance on an occurrence basis including bodily injury and property damage, personal and advertising injury, contractual liability, and products and completed operations coverage with limits no less than \$1,000,000 each occurrence; \$1,000,000 General Aggregate; \$1,000,000 Products/Completed Operations Aggregate

In addition, Trade Ally shall maintain each Certificate of Insurance and shall further provide that (a) such insurance coverage shall not be canceled or materially amended without at least 30 days prior written notice to Santee Cooper; (b) Santee Cooper and its respective subsidiaries, and each of its officers, directors, and employees shall be named as an additional insured on Commercial General Liability and Automobile Liability policies by a policy provision or endorsement; and (c) any insurance required to be carried by Contractor will be primary and is not contributing with any other insurance carried by Santee Cooper. All insurance policies shall provide that the insurer waives all rights of recovery by way of subrogation against Santee Cooper and any other party specified by Santee Cooper at any time and from time to time in connection with any matter covered by such policy. All coverage required herein shall be placed with carriers that are acceptable to Santee Cooper, and coverage should be provided by insurance carriers which are licensed (also referred to as admitted) by the State of South Carolina or by insurance carriers which are acceptable as surplus line carriers (also referred to as acceptable non-admitted carriers) by the State of South Carolina. Failure of Santee Cooper to enforce the minimum insurance requirements will not relieve the Trade Ally of responsibility for maintaining the coverage(s). Trade Ally shall require its Subcontractors at all tiers, if any, providing services related to the Program to comply with these insurance requirements. Trade Ally shall provide proof of insurance for such Subcontractors, as requested by Santee Cooper.

**Trade Ally Warranty.** For a period of five years after completion of all services under the Agreement, Trade Ally warrants that all equipment and materials it supplies shall be new when delivered and free from defects in title, design, material, and workmanship and shall conform to the specifications set forth by the Program. Trade Ally shall ensure that any warranty offered by Trade Ally or any Subcontractor at any tier is passed through to customer and shall actively assist Santee Cooper and customer as required or requested and without charge, in enforcing any such warranty in the event such enforcement should become necessary.

**Access of Records.** Santee Cooper and its duly authorized representatives shall have access to the books, documents, papers, and records of Trade Ally which are pertinent to participation in the Program for the purpose of making audit, examination, excerpts, and transcripts.

**Taxable Income.** Trade Ally acknowledges that receipt of any rebate pursuant to this Agreement or the Program may result in taxable income to the Trade Ally. Trade Ally is solely responsible for payment and reporting with respect to Trade Ally's taxes. Trade Ally should consult its own tax advisor with respect to the tax treatment of rebates provided pursuant to this Agreement or the Program. Nothing in this Agreement is intended to constitute tax advice and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.

**Inspections.** As part of the Rebate Application review process, Santee Cooper may request additional documentation from the Trade Ally and conduct any site inspection activities necessary to confirm eligibility. Failure to provide or complete any of the requested information or program requirements may result in the return of the Rebate Application and denial of rebates to Customers through the Program. The site visit is not a safety review and is not intended for any other purposes than verifying rebate eligibility. For program evaluation and quality control purposes, Santee Cooper reserves the right to inspect and/or install temporary monitoring equipment on any rebated measure prior to installation and at any time up to two years after work is completed.



**Indemnification.** Trade Ally shall defend, protect, indemnify and hold harmless Santee Cooper, Program Administrator and their respective directors, employees, contractors, agents, and service providers (collectively, the "Indemnified Parties") against all claims, losses expenses, damages, demands, judgments, causes of action, suits, costs (including attorney's fees and expenses) and liability of every kind and character whatsoever ("Claims") arising out of Trade Ally's act or omission. Notwithstanding the foregoing, this indemnification is in addition to any other indemnity and/or insurance obligations between the participant and the Indemnified Parties.

**Confidentiality.** Trade Ally shall not disclose to any third party any information concerning a Customer's name, address, or any other personally identifiable information, that it may receive through the Program on behalf of a Program participant. Trade Ally will exercise the highest degree of skill to safeguard all confidential information against loss, theft or other inadvertent disclosure. This provision shall survive termination of Trade Ally status.

**Fraud.** Trade Ally represents and warrants that it is eligible and authorized to participate in the Program, and that Trade Ally's participation in the Program will not result in the violation or breach by Trade Ally of law, Trade Ally's contractual obligations, or other duties to or rights of any third party. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to Santee Cooper. Any Trade Ally found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the Program. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.

**Limitation of Liability.** To the fullest extent allowed by law, Santee Cooper and Program Administrator's total liability, regardless of the number of claims, is limited to the amount of the rebate payment approved in accordance with the Program Terms and Conditions, and Santee Cooper, its Program Administrator and their respective affiliates, directors, employees, subcontractors, and agents shall not be liable to Trade Ally or any other party for any other obligations. Notwithstanding anything in these Terms and Conditions to the contrary, Santee Cooper, Nexant, and their respective affiliates, directors, employees, subcontractors and/or agents shall not be liable hereunder for any type of damages, whether indirect, incidental, consequential, exemplary, reliance, punitive or special damages,

including damages for loss of use regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind. Trade Ally waives any claims it might have against Santee Cooper, its Program Administrator or their respective affiliates, directors, employees, subcontractors and/or agents.

**Program Changes.** Santee Cooper reserves the right to change, suspend, or cancel the Program or its terms and conditions at any time without notice. Customer Applications for which Customer has completed the required Program requirements, will be processed to completion under the terms and conditions in effect at the time of the reservation approval by Santee Cooper.

**Term and Termination.** This agreement shall be effective until November 30, 2021 from the date aforementioned. This agreement may be terminated by Santee Cooper at any time with or without cause.

**Independent Contractor.** The Trade Ally acknowledges and agrees that the Trade Ally's participation in the Program is in no way to be construed as an endorsement by Santee Cooper or its Program Administrator of the Trade Ally's work. Trade Ally shall not convey or communicate to a third party that Trade Ally's participation in the Program is an endorsement by Santee Cooper or Nexant of Trade Ally's work. Trade Ally shall properly represent the relationship of the Trade Ally to Santee Cooper and its Program Administrator as an independent contractor. The Trade Ally and its employees and its subcontractors shall not represent themselves as employees or agents of, or certified by, Santee Cooper or its Program Administrator. Trade Ally shall be solely responsible for payment of compensation to its employees and subcontractors as well as all applicable federal, state and local income and employment tax, withholdings, and reporting for all such Trade Ally personnel.

**Governing Law.** The laws of the state of South Carolina, without giving effect to its principles of conflicts of laws, govern all adversarial proceedings arising out of these Terms and Conditions. Any legal action associated with the agreement must be initiated in any court of competent jurisdiction within the State of South Carolina.

**Entire Agreement.** The terms set forth herein, including all attachments and incorporated references, constitute a complete statement of the Terms and Conditions applicable to the Program and supersede all prior representations or understandings, whether written or oral. Santee Cooper and Program Administrator shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind that is not set forth herein. To the extent there is any conflict between the language of the Program Manuals and these Terms and Conditions, these Terms and Conditions shall prevail.

## Acceptance of Terms and Conditions

TRADE ALLY ACKNOWLEDGES AND UNDERSTANDS THIS AGREEMENT AND HAS ELECTED BY SIGNING BELOW TO PARTICIPATE IN SANTEE COOPER'S TRADE ALLY PROGRAM

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Trade Ally Signature <i>(not a digital signature – please sign by hand)</i>	Title	Name (please print)	Date
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### Send Completed Participation Application and Agreement to:

Mail: Santee Cooper Energy Support Services  
305A Gardner Lacy Rd  
Myrtle Beach, SC 29579  
Email: [conservation@santecooper.com](mailto:conservation@santecooper.com)

## Documentation Package Checklist

1. Completed 2021 Trade Ally Participation Application and Agreement
2. W-9
3. Copy of a current South Carolina LLR (if applicable):
  - a. Business License
  - b. Mechanical License
  - c. Electrician's License
  - d. Refrigeration Contractor's License
  - e. Plumber's License
4. A list of rebate eligible appliances you sell (if applicable)
5. Copy of current Training Certificate for Manual J,S, & D Training (if applicable)  
– *Note: Training Certificate expires every 5-years*
6. Copy of active NATE Certification showing competence in (if applicable):
  - a. Heat Pump Installation
  - b. Heat Pump Service
  - c. Air Conditioning Installation
  - d. Air Conditioning Service
7. Insurance form listing Santee Cooper as an additional insured