

**Please review and sign Page 2
and Page 7.**



Contractor Co-op Participation Agreement

The Energy Network's Contractor Co-op program operates to increase residential energy efficiency by empowering contractors with additional resources to help their Energy Upgrade California® Home Upgrade efforts.

Participating Contractors are only eligible for Contractor Co-op if they have been approved as a Participating Contractor with The Energy Network or in Southern California Edison and Southern California Gas Company service territories, *and* maintain an **active** Participating Contractor status upon submittal of project requests for Matching Funds.

Prior to submitting a Contractor Co-op project, a completed **W-9 form is required** for administrators to issue a check. Because Matching Funds are paid directly to contractors, funds are considered taxable income and thus, require a W-9 form.

Upon receipt of a project pre-approval request, administrators will reserve Matching Funds to be paid directly to the Participating Contractor. Fifty percent (50%) of the costs of approved project requests undertaken by Participating Contractors are eligible to be reimbursed for payment according to the Contractor Co-op procedures delineated in the Contractor Co-op Guidelines. Matching Funds will be available on a first-come, first-served basis until all Contractor Co-op funds are expended or until December 31, 2016, whichever comes first. Each Participating Contractor is eligible for \$20,000 in Matching Funds.

A Participating Contractor has **60 days** to complete each project in order for Matching Funds to be paid, as outlined in this Agreement. Should the Participating Contractor fail to complete the project within the allotted time period, there will

be no obligation to reserve the Matching Funds. The Participating Contractor has the right to reapply for Matching Funds, if funds remain available.

The Participating Contractor will not receive Contractor Co-op Matching Funds for unapproved project requests. **All projects submitted for Matching Funds must be pre-approved.**

Payment will be the responsibility of the Participating Contractor. Participating Contractors will be invoiced directly by a third-party vendor and pay the amount due directly to the third-party vendor. The Participating Contractor will provide proof of those paid invoices to receive the Matching Funds requested.

The Participating Contractor shall indemnify, defend, and hold harmless Indemnified Parties from any and all claims, demands, suits, losses, or damages, including attorney fees and costs of litigation, which may be incurred by any of the Indemnified Parties in connection with this Agreement, provided, however, that Participating Contractor shall be entitled to payment of the Matching Funds in accordance with this Agreement.

GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

By signing this Agreement, the Participating Contractor hereby agrees that they have read and agree to abide by the Contractor Co-op Guidelines.

I have hereby read and agree to abide by the terms of this Agreement for Contractor Co-op:

Signature: _____ Date: _____

Printed Name: _____

Job Title: _____ Business Name: _____

Once completed, scan and email this Participation Agreement to coopmarketing@theenergynetwork.com.

PLEASE SUBMIT W-9 FORM TO THE ENERGY NETWORK (do not e-mail):

Fax (314) 983-1303 | **Mailing Address** 6 CityPlace Drive, Suite 700 St. Louis, MO 63141



APPENDIX A

Brand Sublicense Agreement

TRADEMARK LICENSE

The California Public Utilities Commission (“CPUC”) and the California Energy Commission (“Energy Commission”), as joint owners of the ENERGY UPGRADE CALIFORNIA® brand (the “Mark”) have licensed the exclusive rights to sublicense the Mark to the Center for Sustainable Energy (“CSE” or Licensor”).

Licensor grants to [company name] (“---” or “Licensee”) a non-exclusive, non-transferable, non-assignable royalty-free sub-license to use the trademark ENERGY UPGRADE CALIFORNIA in the approved form(s) provided by CSE in Exhibit A only in connection with promoting sustainable energy programs of the CPUC, CEC, Licensor, its affiliates and/or Licensee (the “Programs”) during the term of this Agreement.

A. Permitted Uses

Licensee may use, reproduce, display, and publish the Mark only for purposes of marketing or promoting the Programs.

B. Limitation on Uses

1. Licensee may not use the Mark in a manner that expresses or implies CPUC’s, Energy Commission’s or CSE’s endorsement, approval, favoring, or sponsorship of products, services, or websites.
2. Licensee may not use the Mark in a manner that suggests that Licensee’s products, services, or websites are CPUC’s, Energy Commission’s or CSE’s products, services, or websites.
3. Licensee may not use the Mark in a manner that damages, disparages, or diminishes the State of California, CPUC, Energy Commission, CSE or any of their programs or projects, including but not limited to uses that could be deemed obscene or that encourage unlawful activities.
4. Licensee may not sub-license or otherwise authorize any other party to use the Mark.
5. Licensee may not use the Mark as a feature or design element outside of the co-branding guidelines outlined in the ENERGY UPGRADE CALIFORNIA Home Upgrade Usage and Graphic Standards Guide.
6. Licensee may not use the Mark as a feature or design element outside of the co-branding guidelines outlined in the ENERGY UPGRADE CALIFORNIA Home Upgrade Usage and Graphic Standards Guide or in any trademark, service mark, service name or other indicia of origin.

7. Licensee may not alter the Mark in any manner, including proportions, colors, or elements, except as otherwise permitted in writing by CSE.
8. Licensee agrees that its use of the Mark will at all times be in accordance with the guidelines set out in the ENERGY UPGRADE CALIFORNIA Home Upgrade Usage and Graphic Standards Guide.
9. Licensee hereby acknowledges CPUC's and Energy Commission's exclusive right, title and interest in and to the Mark, and will not do anything to impair their exclusive rights in and to the Mark. Licensee shall not represent that Licensee has any ownership or other rights in the Mark and acknowledges that its use of the mark will not create in Licensee's favor any right, title or interest in or to the Mark.
10. Licensee will not seek to register the Mark or any confusingly similar variations in any jurisdiction without the express written permission of Licensor.
11. Licensee may not use CSE marks or logos without written permission.
12. Licensor may revoke Licensee's right to use the Mark at any time without prior notice and Licensee agrees that upon termination of this Agreement, Licensee shall cease and desist from all further use of the Mark.

C. Quality Control

Licensee shall maintain the distinctiveness of the Mark, the image of the brand, and the high quality of the services offered under the Mark. Licensee shall provide copies of its marketing materials displaying the Mark upon written request by CSE, or if not requested, every 6 months. The purpose of this request is to maintain the quality of the services provided under the Mark. To the extent representative material is publicly available on the Internet, providing a list of web addresses will meet this requirement.

D. Photographs and Graphic Elements

Licensor shall indemnify, hold harmless and defend Licensee, its affiliates, officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, but excluding consequential and exemplary damages) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that (i) Licensor's furnishing or supplying Licensee with the Mark and/or related images under this Agreement constitutes an infringement of copyright or trademark, or (ii) Licensee's exercise of its licensed rights constitutes an infringement of any copyright or trademark, provided that, the foregoing indemnity shall not apply if the Mark and/or any related images have been substantially modified by Licensee.

The foregoing shall not apply unless the Licensee has informed the Licensor within ten (10) Business Days of the claim, suit or action alleging such infringement and tendered defense of the suit or action to Licensor. Licensor shall have sole control of choice of counsel for the defense and shall have sole authority to settle any such claims, however, Licensor shall not settle such claims without the consent of Licensee (such consent not to be unreasonably withheld) unless such settlement does not affect Licensee's license rights as contemplated in this Agreement. Licensee shall not settle such suit or action without the consent of the Licensor unless Licensor has declined to defend Licensee in such suit or action. In any suit or action for which Licensor has accepted the defense of the Licensee, Licensee retains the right to participate in the defense at its own expense, but shall permit Licensor to control the defense (subject to good-faith consultations with Licensee) and shall not confess judgment, admit liability, or take any other actions prejudicial to the defense of such suit or action.

EXHIBIT A

I. Guidelines for Proper Use of ENERGY UPGRADE CALIFORNIA® Trademark When Promoting Home Upgrade

Please follow these guidelines whenever you use ENERGY UPGRADE CALIFORNIA® in conjunction with Home Upgrade in internal and external marketing materials. These materials include all advertising and promotional materials, including online materials.

- A. Follow All Usage and Graphic Standards Outlined in the Document Titled ENERGY UPGRADE CALIFORNIA® Home Upgrade Usage and Graphic Standards Guide.
(Contact Jeff Blanton at jeff.blanton@energycenter.org if you don't have copy of the guidelines.)
- B. Use ENERGY UPGRADE CALIFORNIA® Home Upgrade when describing the home retrofit program. Never use ENERGY UPGRADE CALIFORNIA® by itself to describe the home retrofit program.
- C. Use the ENERGY UPGRADE CALIFORNIA® Trademark As Proper Adjective Followed by Home Upgrade. Trademarks should be used as adjectives followed by a modifier, and not as nouns or verbs. For example:
 - Correct: ENERGY UPGRADE CALIFORNIA® Home Upgrade offers homeowners incentives for energy improvements that improve the comfort of the home and lower its energy use.
 - Incorrect: ENERGY UPGRADE CALIFORNIA® is important.

- D. Do Not Use the ENERGY UPGRADE CALIFORNIA® Trademark in the Possessive Form. Because trademarks are not nouns they should not be used in the possessive form, unless the trademark itself is in possessive form. For example:
- Correct: We are increasing the advertising budget for ENERGY UPGRADE CALIFORNIA® Home Upgrade's marketing.
 - Incorrect: We are increasing ENERGY UPGRADE CALIFORNIA®'s Home Upgrade advertising budget.
- E. Make the ENERGY UPGRADE CALIFORNIA® Trademark Stand Out. Trademarks should be separate from surrounding text to emphasize their brand name significance.
- In content capitalize the first letter of the trademark and the program name (for example, Energy Upgrade California® Home Upgrade).
 - Presenting the trademark in its logo form, for example:



- F. Do Not Alter the ENERGY UPGRADE CALIFORNIA® Trademark. Trademarks should be used consistently and should not be altered. For example, do not:
- Abbreviate the trademarks. (i.e. EUC HU, EUC Home Upgrade, Energy Upgrade CA Home Upgrade, etc.)
 - Change the colors or typeface of the trademarks. (see Brand Usage and Graphic Standards Guide for proper trademark usage)
 - Add words or design elements to the trademarks (i.e. regional designations, organizations names, program names, etc.). Example ENERGY UPGRADE CALIFORNIA® Home Upgrade in Alameda County.
- G. Never Tie the ENERGY UPGRADE CALIFORNIA® Home Upgrade to Any Offering, Promotion or Organization Without Proper Consent From CSE.
- H. Use Proper Trademark Notice Symbols. Proper trademark notice symbols should be used with the ENERGY UPGRADE CALIFORNIA® trademark. In the U.S., the proper symbol to use depends on whether the trademark is registered with the U.S. Patent and Trademark Office ("USPTO") for the specific products or services for which the mark is used:

- The ENERGY UPGRADE CALIFORNIA® is c registered with the USPTO so use the symbol “®”.
- (Please see the ENERGY UPGRADE CALIFORNIA® Home Upgrade branding guides for a list showing how the ENERGY UPGRADE CALIFORNIA® Home Upgrade trademark should be displayed.)

II. Guidelines for Protecting the ENERGY UPGRADE CALIFORNIA® Trademark Against Infringement and Misuse by Others

In addition to using the ENERGY UPGRADE CALIFORNIA® trademark properly when promoting Home Upgrade, it is equally important that you protect the ENERGY UPGRADE CALIFORNIA® trademark from infringement or misuse by others. Please follow these guidelines to help ensure that this brand remains protected.

- A. Report Suspected Infringements or Misuse of the ENERGY UPGRADE CALIFORNIA® Trademark Including its use with Home Upgrade to Jeff Blanton at jeff.blanton@energycenter.org. Trademarks can be weakened or lost if a trademark owner does not take appropriate action against infringements or other misuses of his/her marks. It is important that action be taken quickly because undue delay can potentially limit legal remedies. Please immediately contact Jeff Blanton at jeff.blanton@energycenter.org if you become aware of:
- Any third-party use of the ENERGY UPGRADE CALIFORNIA® trademark, or any similar trademarks, that you believe may violate CPUC/Energy Commission trademark rights.
 - Any third-party use of the ENERGY UPGRADE CALIFORNIA® trademark in a generic sense, for example, by using the ENERGY UPGRADE CALIFORNIA® trademark to refer to services generally and not services offered under the ENERGY UPGRADE CALIFORNIA® trademark.
- B. Do Not Allow Others to Use the ENERGY UPGRADE CALIFORNIA® Trademark Without Appropriate Internal Approval. Allowing third parties to use the ENERGY UPGRADE CALIFORNIA® trademark when promoting Home Upgrade without proper control over the nature and quality of the use can jeopardize the marks and expose CSE and its partners to potential liability.

If a third party requests a license or permission to use the ENERGY UPGRADE CALIFORNIA® trademark to promote Home Upgrade please have them contact Jeff Blanton at jeff.blanton@energycenter.org.

- C. Maintain Documents and Records Showing Use and Promotion of the ENERGY UPGRADE CALIFORNIA® Trademark when Promoting Home Upgrade. Documents showing the use and promotion of the ENERGY UPGRADE CALIFORNIA® trademark are important:
- In enforcement actions against third parties that infringe or misuse the trademarks.
 - In connection with registration and renewal of the trademarks.
 - Important documents to keep include:
 - Representative samples of product packaging displaying the ENERGY UPGRADE CALIFORNIA® trademark when used to promote Home Upgrade.
 - Representative samples of advertising and promotional materials displaying the ENERGY UPGRADE CALIFORNIA® trademark when used to promote Home Upgrade.

If you have any questions about the maintenance of these documents, please contact:

Jeff Blanton, Brand Manager
 Center for Sustainable Energy
 858-244-1177
jeff.blanton@energycenter.org

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| Name | Title | Signature | Date |
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