



# Comfortable Home Rebates Program

## In Pacific Gas and Electric Company (PG&E) Territory

### Trade Ally Participation Agreement

THIS **AGREEMENT** (Agreement) is between the undersigned Trade Ally (Trade Ally) participating in the Comfortable Home Rebates Program (“Program”) in PG&E territory and Franklin Energy Services, LLC (“Franklin Energy”), the Program administrator. This Agreement is effective upon Franklin Energy’s approval of Trade Ally’s Program application and shall continue until terminated as provided herein. Trade Ally and Franklin Energy are sometimes referred to herein collectively as “Parties” and individually as “Party” or by their proper name.

#### CONFIRMATION OF RECEIPT AND INCORPORATION OF DOCUMENTS

Trade Ally acknowledges that it has received, read, and understands to abide by the following Program documents that are incorporated into this Agreement by reference:

- Exhibit A: *Terms and Conditions*
- Exhibit B: *Whole House Combustion Appliance Safety Test Procedure (Improvement Pathway)*
- Exhibit C: *Participant Handbook*

#### TERMINATION

Franklin Energy may terminate, or for any duration suspend, this Agreement and Trade Ally’s participation in the Program, with or without cause at any time and for any reason. This Agreement shall be automatically suspended upon and throughout any suspension of Franklin Energy’s role as Program administrator, and it shall automatically terminate upon termination of Franklin Energy’s contract as Program administrator.

#### NOTICES

Any notice provided under this Agreement shall be sent via first-class U.S. Mail. Notice is deemed effective on the third day after it is deposited in the U.S. Mail. Alternatively, notice may be given by fax, which is effective upon confirmation of successful fax transmission to the recipient. Notice pursuant to this Agreement shall be sent to:

If to Trade Ally:

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

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

Fax: \_\_\_\_\_

If to Franklin Energy:

Sandy Fischler,  
Senior Program Manager  
Franklin Energy  
300 Frank H. Ogawa Plaza, Suite 620  
Oakland, CA 94612



**AUTHORITY**

Trade Ally represents and warrants that it has the requisite power, legal authority, and capacity to enter into this Agreement and to perform each and every obligation required of Trade Ally under this Agreement. In addition, Trade Ally warrants and represents that the person signing this Agreement on Trade Ally's behalf has and shall have all requisite power and legal authority to bind Trade Ally on whose behalf he/she is signing to Trade Ally's obligations under this Agreement.

**MISCELLANEOUS**

Trade Ally may not assign this Agreement without Franklin Energy's prior written consent. This Agreement, inclusive of all items incorporated herein by reference and any written modification, shall represent the entire and integrated agreement between the Parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the Parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. If any provision of this Agreement is in any way deemed unenforceable, then the remainder of this Agreement and the application of such term or provision to persons or circumstances, other than those to which it is held unenforceable, shall not be affected, and each term and provision shall be enforceable to the fullest extent permitted by law.

**EXECUTION**

This Agreement may be executed in counterparts, and all executed counterparts shall constitute one Agreement, which shall be binding on the Parties, even though the Parties' signatures do not appear on the same page or same copy. Facsimile signatures may be used in lieu of original signatures and shall have the same binding effect. Trade Ally shall scan and return this agreement to their Contractor Engagement Representative.

This Agreement shall become effective as of the date Trade Ally signs this agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement.**

**Trade Ally**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Company Name (if applicable)

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
CSLB License Number

Sandy Fischler  
Franklin Energy  
300 Frank H. Ogawa Plaza, Suite 620  
Oakland, CA 94612