

## TERMS AND CONDITIONS

1. Applicant approval will be effective as of the date of an Application Approval Notice and Applicant will be subject to these Terms and Conditions and all program-specific Terms and Conditions for participation. Efficiency Maine Partner approval will continue for a term of one year from the date of the program's Application Approval Notice, and will automatically renew each year on the anniversary of such Application Approval Notice for additional one year periods, unless otherwise suspended or terminated in accordance with these terms and conditions.
2. Once approved as an Efficiency Maine Partner, Applicant may be listed on Efficiency Maine's website as a participating Partner of Efficiency Maine.
3. Efficiency Maine will provide Applicant with informational training materials, and additional training as required by each Efficiency Maine Program for which Applicant has been approved.
4. Applicant will indemnify, reimburse, hold harmless and defend Efficiency Maine, from any claims of any kind, including but not limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other disputed resolution costs arising out of or connected in any way with any act or omission of Applicant, its employees, agents or subcontractors of any tier or any other entity or person for whom Applicant is liable, in the performance or nonperformance of services as an Efficiency Maine Partner.
5. Applicant understands that there will be inspections and verifications of Partner's work in accordance with policies and procedures of the Efficiency Maine program. Applicant must cooperate with these inspections and verifications, and continue to perform at an acceptable standard.
6. Once approved as an Efficiency Maine Partner, Applicant is authorized to use the Efficiency Maine Partner logo consistent with Efficiency Maine logo usage guidelines, provided that Applicant submits the proposed materials for review and approval by Efficiency Maine.
7. In being recognized as a Partner by Efficiency Maine, nothing shall create any agency relationship between Efficiency Maine and Applicant. Applicant shall, at all times, be considered, and render services as, an independent contractor.
8. Applicant understands that Efficiency Maine is not endorsing its business, or warranting or endorsing any equipment that may be sold by Applicant. Under no circumstances shall Efficiency Maine be liable to Applicant for any direct or indirect losses, costs or damages arising from or related to, any representations, equipment or installations made by the Applicant.
9. Partner status may not be assigned. Applicant may discontinue participating as a Partner by notifying Efficiency Maine in writing. Efficiency Maine may suspend or terminate a person's "Partner" status if, in its sole discretion, it determines that a Partner has failed to provide services in accordance with, or has failed to abide by, the policies and procedures of the Efficiency Maine Business Program or has otherwise acted in a manner that is materially adverse to Efficiency Maine's Business Program. Written notification of suspension or cancellation of a Partner's status shall be sent to a Partner's last known address and will be effective upon mailing.
10. Efficiency Maine and its representatives shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials of any kind, including without limitation asbestos, asbestos products, PCBs, or other toxic substances; or exposure of Partner or any other persons to such materials, in connection with Partner's participation in any Efficiency Maine program.