

CONSUMER SITE PARTICIPATION AGREEMENT

Experience Clean Heat Initiative



NYSERDA

_____ (“Participant”) hereby enters into this Participation Agreement (the “Agreement”) to participate in New York State Energy Research and Development Authority’s (NYSERDA) Experience Clean Heat – Consumer Initiative (“Initiative”). The Initiative aims to bring attention to the Participant ’s installed cold climate air source heat pump(s) at _____ [site physical address] (“Site”) and promote the adoption of heat pump technology to customers. Participation includes the display of signage and may also include additional site-specific campaign tactics. NYSERDA will deliver resources and trainings to equip Site staff to educate customers on the merits of heat pumps. The Experience Clean Heat Program Manual, available online, provides more detailed guidance for Participants such as marketing and communications guidelines and may be updated during the campaign.

BENEFITS

By participating in the Experience Clean Heat Initiative, the Participant will receive support to promote the Site as green or sustainable and may receive:

- Social media toolkit including pre-written posts and content development support
- Joint campaign collaborations with NYSERDA including boosted NYSERDA social media postings featuring and tagging your Site
- Custom photography or video clips of the Site
- Heat pump technical support and operations and maintenance tips*
- A listing on cleanheat.ny.gov including business name, address and type of business
- Campaign pushes directing visitors to Site
- Individual pop-up events at Site

**Heat pump technical support does not include responsibility for any costs or services related to actual repair, maintenance or replacement of heat pumps.*

PARTICIPANT RESPONSIBILITIES

To ensure a successful initiative, the Participant agrees to:

- Allow periodic site visits by NYSERDA staff and contractors to assess heat pump functionality and material related to the Initiative
- Allow signage and a good faith effort to keep signage visible and clean
- Allow Site information such as name, address, type of business and relevant event or promotion information to be posted on a public website and in event notices
- Make a good faith effort to participate in promotional campaigns including social media promotions
- Make staff available for initial training
- Make a good faith effort to have staff promote signage and promote heat pump(s)
- Make staff available for evaluation interviews/questionnaires
- Follow guidelines in the Experience Clean Heat Program Manual for marketing, contests, social media interactions and overall program participation

RELATIONSHIP OF THE PARTIES

The relationship of the parties to this Agreement is that of independent contractors. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment, agency, legal representation, or other relationship between NYSERDA and Participant for any reason, including but not limited to unemployment, workers' compensation, employee benefits, expense reimbursement, vicarious liability, professional liability coverage or indemnification. Neither party shall have the right, power or authority to obligate or bind the other in any manner not specified in this Agreement.

The Participant shall not represent itself as working for, approved by, or certified by, the State of New York, NYSERDA or NYSERDA's Implementation Contractors. The Participant shall not represent that the services they provide, or the materials they use, are in any way endorsed or approved by the State of New York, NYSERDA, or NYSERDA's Implementation Contractors.

TERM

The provisions of this Agreement are effective from the date of execution through October 31, 2024 unless sooner terminated. Either Party has the right to terminate this Agreement at any time and for default or convenience. Signatories will provide at least ten (10) days prior written notice for termination. The Agreement may be renewed for an additional time at the agreement of both parties.

This Agreement shall be effective upon signature by an authorized representative of the Participant, shall supersede prior Agreements, and may be amended upon the mutual written agreement of both parties.

INDEMNIFICATION

The Participant shall protect, indemnify and hold harmless NYSERDA, its Implementation Contractors, and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York, resulting from, arising out of or relating to Participating Contractor's or its Subcontractor's performance of this Agreement, including, but not limited to, any claim or suit resulting from or related to mildew, fungus, moisture intrusion, or mold of every type and nature. The obligations of the Participant under this Section shall survive any expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage.

Insurance

The Participant, at no additional cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in this Section. All such insurance shall be evidenced by insurance policies, each of which shall: (1) reference this Agreement; name or be endorsed to cover the Participant as the insured, and NYSERDA and the State of New York as additional insured; and reference all work to be performed under the Initiative (2) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and be reasonably satisfactory to NYSERDA in all other respects.

The types and amounts of insurance required to be maintained under this Section are as follows:

1. Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury, sickness, or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster, and

In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, the Participant shall deliver to NYSERDA a certified copy of each policy upon request.

Within five working days, or contemporaneously with the requirements of each insurance policy, the Participant shall notify NYSERDA in writing of the occurrence of any accident, event or incident involving personal injury or property damage that might reasonably result in any complaint or claim, in law or in equity, against the Participant, any non-Customer party to this Agreement or NYSERDA.

NYSERDA Logo Use

Participant may not use the NYSERDA logo other than as designed in campaign materials or content provided in the media kit or with review and approval from NYSERDA.

ATTESTATION

I, the undersigned, certify that I have the legal authority to commit the organization I represent as designated below to the above terms.

Qualified Signature

Date

Print Name

Mailing Address Line 1

Mailing Address Line 2

City

State

Zip

Email Address

Phone Number

Please keep a copy for your files.

