

CONSUMER SITE PARTICIPATION AGREEMENT

Experience Clean Heat Initiative



_____ (“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 or geothermal (ground 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
- Provide a general certificate of insurance meeting required coverages under Insurance section below.

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 by the Participant through October 31, 2025 unless sooner terminated. NYSERDA reserves the right to extend and/or modify this Agreement upon written notice to the Participant. Either Party has the right to terminate this Agreement at any time upon 10 days prior written notice to the other Party.

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

1. For the purpose of participating in the NYSERDA Experience Clean Heat Program, in lieu of providing a Certificate of Insurance, by signing this participation agreement, I attest that the Participant carries reasonable liability insurance coverage as a publicly accessible business.

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.

The Experience Clean Heat Program is intended for customers or patrons of the participating site to be present in general common spaces in a manner consistent with regular public access. Accidents or incidents that may arise in other spaces or conditions are entirely at the site owner's risk.

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.

