

Applicant Information

Company Name <i>(as shown on your last tax return)</i>			
Contact	Title	Email	
Mailing Address*	City	State	Zip
Office	Cell	Fax	
Website			
Years in Business	Years under current ownership	Number of MO employees	
<input type="checkbox"/> Minority Owned Business	<input type="checkbox"/> Woman Owned Business	<input type="checkbox"/> Veteran Owned Business	

*If your company has more than one location in Missouri, please attach a list including addresses, phone numbers and contact names.

Company Information

Company Role				
<input type="checkbox"/> Electrical Contractor	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Distributor	<input type="checkbox"/> Architect	<input type="checkbox"/> Other <i>(please specify)</i>
<input type="checkbox"/> Mechanical Contractor	<input type="checkbox"/> Manufacturer's Rep	<input type="checkbox"/> Retailer	<input type="checkbox"/> Engineer	

Services Offered <i>(check all that apply)</i>				
<input type="checkbox"/> Building Design	<input type="checkbox"/> Energy Analysis	<input type="checkbox"/> HVAC	<input type="checkbox"/> Refrigeration	<input type="checkbox"/> Compressed Air Systems
<input type="checkbox"/> Commissioning	<input type="checkbox"/> Foodservice Equipment	<input type="checkbox"/> Insulation	<input type="checkbox"/> Lighting	<input type="checkbox"/> Other <i>(please specify)</i>

Specialty <i>(check all that apply)</i>				
<input type="checkbox"/> Air-Compressors	<input type="checkbox"/> HVAC-Radiant Heat	<input type="checkbox"/> Lighting & Controls	<input type="checkbox"/> Process Improvement	
<input type="checkbox"/> HVAC-Boilers	<input type="checkbox"/> Heat Pumps	<input type="checkbox"/> Premium Motors	<input type="checkbox"/> Refrigeration	
<input type="checkbox"/> HVAC-Controls	<input type="checkbox"/> Tankless Water Heaters	<input type="checkbox"/> Other <i>(please specify)</i>		

Service Area <i>(check all that apply)</i>				
<input type="checkbox"/> Statewide	<input type="checkbox"/> Columbia/Mexico	<input type="checkbox"/> Kirksville	<input type="checkbox"/> St. Charles County	
<input type="checkbox"/> Bootheel	<input type="checkbox"/> Excelsior Springs/Liberty	<input type="checkbox"/> Lake of the Ozarks	<input type="checkbox"/> St. Louis Metro	
<input type="checkbox"/> Cape Girardeau/Sikeston	<input type="checkbox"/> Jefferson City	<input type="checkbox"/> Park Hills	<input type="checkbox"/> Union/Washington	

Customer References

1	Company	Describe Project
	Contact	
	Phone	



2	Company	Describe Project
	Contact	
	Phone	
3	Company	Describe Project
	Contact	
	Phone	

Terms and Conditions

1. Applicant approval for a particular program 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. Trade ally approval for each program will be effective for a term of one year from the date of the program's Application Approval Notice, and will subsequently 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, or any program-specific terms and conditions.

2. Once approved as an AmerenUE Trade Ally, Applicant may be listed on AmerenUE's website as a participating trade ally.

3. AmerenUE will provide Applicant with informational training materials, and additional training as required by each AmerenUE Program for which Applicant has been approved.

4. Applicant must comply with all laws and maintain all appropriate licenses, registrations, and certifications for the work it is performing.

5. Applicant will indemnify, reimburse, hold harmless and defend AmerenUE, as well as its directors, officers and employees, agents and other consultants from any claims, liabilities, damages, costs and expenses 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 AmerenUE Trade Ally.

6. Applicant understands that there will be inspections and verifications of trade ally work in accordance with policies and procedures of each of the AmerenUE programs for which Applicant has been approved. Applicant must cooperate with these inspections and verifications, and continue to perform at an acceptable standard. Inspections will verify the project for program purposes only, and no warranty for any purpose is expressed or implied. If Applicant does not perform at an acceptable standard and, as a result, has its participation as a trade ally discontinued, Applicant will no longer be entitled to any trade ally benefits.

7. Once approved as an AmerenUE Trade Ally, Applicant is authorized to use AmerenUE's trade ally logo consistent with AmerenUE logo usage guidelines, provided that Applicant submits the proposed materials for review and approval by AmerenUE prior to such use.

8. Applicant agrees to represent its business in an ethical, professional manner and as an independent contractor and at no time will it represent its business as an agent or representative of AmerenUE. Applicant will act as an independent contractor to provide services to its customers, and no employee of Applicant will be considered, for any purpose, to be an employee, agent, partner or representative of AmerenUE. Any contracts between Applicant and its customers or any third parties shall clearly and conspicuously express that no agency relationship exists between AmerenUE and the Applicant. Applicant has no power or right to bind AmerenUE or act on its behalf when dealing with customers or third parties. Applicant and AmerenUE shall not exercise any control or supervision of one another, nor be responsible for each other in the performance of any service.

9. Applicant understands that AmerenUE is not endorsing its business, or warranting or endorsing any equipment that may be sold by Applicant. Under no circumstances shall AmerenUE be liable to Applicant for any direct, indirect, special, consequential or incidental losses, costs or damages arising from or related to any representations, equipment or installation under the program.

10. Trade ally status may not be assigned. Applicant may discontinue participating as a trade ally by notifying AmerenUE in writing of that decision. AmerenUE may suspend and or end Applicant's participation at any time, in its sole discretion, by notifying Applicant in writing of that decision or in accordance with the program requirements for any program for which Applicant has been approved as a trade ally. AmerenUE reserves the right to terminate or modify the AmerenUE Business Energy Efficiency Incentive Program at any time and without prior notice to Applicant.

11. AmerenUE and its representatives shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of trade ally or any other persons to hazardous materials of any kind in connection with Applicant's participation in any AmerenUE program, including and without limitation asbestos, asbestos products, PCBs, or other toxic substances.

12. Without limiting the scope or extent of the protection afforded AmerenUE or the liabilities assumed by Applicant herein, Applicant and any subcontractors shall obtain and maintain in force for the entire life of this Agreement the following insurance and name AmerenUE corporation, its subsidiary and affiliates as additional insured on primary and non-contributory basis and include a severability of interest provision:

- (A) Commercial General Liability insurance on the premises and Services covered by this Agreement and specifically including, without limitation, contractual liability insurance to cover liability assumed by Applicant with combined single limits, per accident, of not less than \$1,000,000 for bodily injury, including death and property damage.
- (B) Worker's Compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$500,000.
- (C) Comprehensive Auto Liability insurance which has minimum combined single limits for bodily injury and property damage of \$1,000,000 per accident. The Comprehensive Auto Liability policy shall include owned and blanket non-owned and hired coverage.

Applicant shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against AmerenUE, its directors, officers, agents and employees, and Applicant shall indemnify AmerenUE against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver. Applicant shall, before the commencement of any Services, furnish AmerenUE with a certificate from an insurance carrier acceptable to AmerenUE stating that policies of insurance carrier acceptable to AmerenUE have been issued by it to Applicant and any subcontractors providing for the insurance listed above and that such policies are in force. All such certificate(s) shall state that the insurance carrier(s) will give AmerenUE thirty (30) days prior written notice (by first class mail) of any cancellation or material change in such policies, addressed to AmerenUE, Attention: Business Energy Efficiency, P.O. Box 66149 MC 921, St. Louis, MO 63166-6149.

Agreement and Signature

By my signature below, I represent and warrant that (i) I am duly authorized to submit this Application on behalf of the Applicant; (ii) the information provided in this Application and any other related documents delivered to AmerenUE, is true, accurate and complete; (iii) I have read this Application in its entirety; and (iv) I understand and accept the terms and conditions contained in this Application. I further understand and accept that the approval or rejection of the Application is in the sole discretion of AmerenUE and that only upon receipt of any Program-Specific Application Approval Notice will Applicant be a Trade Ally of AmerenUE. We encourage electronic submission. **A typewritten or facsimile signature is acceptable and will have the same force and effect as an original signature.**

Authorized Representative (<i>please print</i>)	Title	Date
Signature		