



## Residential and Small-Scale Air-Source Heat Pump Program

Primary Installer Agreement

Updated: August 10, 2016

Primary Installers participating in the Residential and Small-Scale Air-Source Heat Pump (“ASHP”) Program (the “Program”) must complete and return this Primary Installer Agreement (the “Agreement”) to [ASHP@masscec.com](mailto:ASHP@masscec.com) **before** beginning any installations intended for rebate. This Agreement highlights important elements of the Program Manual. Please read the Program Manual in its entirety before submitting this Agreement. If multiple individuals at the same business wish to participate in this Program as a Primary Installer, each individual must submit a separate copy of this Agreement. The Primary Installer needs to only submit this Agreement once and the terms and conditions contained herein shall apply to every project the Primary Installer participates through the Program.

The Primary Installer must attach proof of completion of a manufacturer training course (minimum of 4 hours of training) for the air-source heat pump system to be installed under the Program. Primary Installers may submit either:

1. A certificate from within the last five (5) years indicating your name, date of training completion, and the manufacturer from which you have received training; or
2. A letter or email from the manufacturer from within the last five (5) stating that the Primary Installer has received the appropriate training to install that manufacturer’s air-source heat pumps.

MassCEC may revise these training requirements and will provide a minimum of six (6) months warning to Primary Installers currently participating in the Program if these requirements are to become more restrictive.

**By signing below, the undersigned agrees to and acknowledges the following on behalf of the Primary Installer business entity identified below:**

- The undersigned has the authority to sign on behalf of and bind the Primary Installer to the terms and conditions of the Program and those terms and conditions contained herein;
- The Primary Installer represents that it satisfies all eligibility requirements set forth in the Program Manual;
- The Primary Installer has read the Program Manual and agrees to abide by all terms, conditions, and requirements of the Program and understands that it is the responsibility of the Primary Installer to stay up-to-date on the latest version of the Program Manual and notify MassCEC if the Primary Installer no longer meets the relevant requirements to participate in the Program;
- The Primary Installer agrees and acknowledges that this Agreement shall apply to each and every project on which the Primary Installer participates under the Program;
- The Primary Installer shall provide the System Owner with all materials that the System Owner requires in order to allow the timely submission of an Application.
- The Primary Installer acknowledges that at least two Projects by each Primary Installer will be inspected by MassCEC’s third-party inspector. Mass CEC may submit any additional project for third-party inspection. The Primary Installer commits to working with MassCEC and its third-party inspector to correct any code violations identified during the inspection. Primary Installers agree to correct any code violations within thirty (30) days of the inspection.
- Primary Installer understands that its contact information will be made available to the public;
- The Primary Installer is expected to conduct any business affiliated with the Program and MassCEC programs in a responsible manner that fosters integrity and public confidence and aligns with MassCEC’s Code of Conduct available on MassCEC’s website ([www.masscec.com](http://www.masscec.com)). Primary Installers shall perform



their work under the Program in full compliance with all applicable building codes and professional industry standards, as well as in accordance with all applicable federal, state and local laws. Primary Installers will maintain all required professional licenses and are expected to comply with all MassCEC program requirements;

- The Primary Installer shall purchase and maintain adequate insurance coverage until completion of any project;
- The Primary Installer shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors and employees (together with the Commonwealth and MassCEC, the “Covered Persons”) from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney’s fees), judgments and awards (collectively, “Damages”) sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) the Primary Installer’s breach of any of the terms and conditions of this Program or false representation or (ii) any negligent acts or omissions or reckless or intentional misconduct of the Primary Installer or any of its agents, officers, directors, employees, contractors or subcontractors. Without limiting the foregoing, the Primary Installer shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law, individually, or any of its agents, officers, directors, employees, contractors or subcontractors;
- MassCEC may disqualify the Primary Installer’s company from participating in this or other MassCEC programs if MassCEC identifies any of the following issues associated with the rebate process or project installation: acts of fraud, misrepresentation of information, significant safety violations, repeated inspection violations, repeated customer complaints, or other issues identified; and
- This Primary Installer Agreement is not valid for the Commercial-Scale ASHP Program.

<b>Primary Installer Agreement</b>	
Printed Name of Primary Installer:	
Primary Installer Business:	
Primary Installer Address:	
Primary Installer Email Address:	
Primary Installer Phone Number:	
<b>Signature of Primary Installer*:</b>	<b>Date:</b>

\*Signatures must be either handwritten signatures or electronic signatures (including electronic signatures that are signed via an electronic notepad). However, all electronic signatures and any related signing process must comply fully in all respects with the United States Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transactions Act (as each may be amended from time to time) as well as any applicable state laws, statutes and regulations. Approved electronic signature services include DocuSign or EcoSign.