

Trade Professionals who work with commercial, industrial, and agricultural customers and who complete the attached Trade Professional Program Participation Agreement (Agreement) are eligible to participate in the SoCalGas Trade Professional Program (Program), subject to the terms and conditions of the Program and the Agreement.

## Benefits For Participants

Trade Professionals who complete the Agreement and comply with all of its terms, as well as the other requirements of the Program, can gain access to the following Program benefits:

1. Participation in the SoCalGas Energy-Efficiency Rebates for Business Program as well as rebate application support.
2. Direct rebate payments: Upon customer approval, rebate payments may be released to the Trade Professional, which can be used to help offset up-front costs to customers.
3. Inclusion in the SoCalGas Trade Professional Directory: Gain visibility among customers searching through the SoCalGas Trade Professional Directory. (To be included in the directory, a Trade Professional must complete at least two rebate projects over a rolling 12-month period.)
4. Subscription to SoCalGas Trade Professional Program emails with updates on rebates, and other programs.
5. Invitations to SoCalGas events and seminars.

The Trade Professional Program Participation Agreement is entered into between SoCalGas and

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("Trade Professional")

## Trade Professional Code Of Conduct

In exchange for permission to participate in the Program, Trade Professional agrees to the following:

### ETHICAL

#### Do the right thing

- Act with honesty and integrity
- Keep commitments
- Be open and fair
- Earn people's trust

1. Trade Professional shall not state or in any way imply to the customer or any other person that the Trade Professional is employed by or is working on behalf of SoCalGas, Sempra Energy, or any of affiliate of either entity. Trade Professional acknowledges that SoCalGas does not endorse or recommend the Trade Professional to any third party and does not review the Trade Professional's work, financial viability, proposals, or any other aspect of the Trade Professional's business. Trade Professional must not misrepresent the nature of its role or relationship with SoCalGas.
2. Trade Professional shall not represent or otherwise indicate that any products and/or services provided by the Trade Professional or any other third party are approved, authorized or endorsed by SoCalGas. SoCalGas does not endorse any particular products, services or companies. Trade Professional shall not use the name, logo, or any other identification of SoCalGas in any promotional literature, advertisements or writing of any kind without the express prior written approval of SoCalGas.
3. Trade Professional shall defend, reimburse, indemnify, and hold SoCalGas and its current and future parent company, subsidiaries, affiliates and their respective directors, officers, shareholders, employees, agents, representatives, successors and assigns (SoCalGas Parties) harmless for, from and against any and all claims, losses, fines, or damages of any type, including attorney's fees, based on any theory of law, arising out of or in connection with the Trade Professional's participation in SoCalGas' programs and/or Trade Professional's work on behalf of any customer, including but not limited to Trade Professional's act or omissions in breach of this Agreement, except to the extent such claims are caused by SoCalGas' sole negligence or willful misconduct. Trade Professional waives any and all claims against SoCalGas Parties, including the Program arising out of its participation in SoCalGas' programs. Without limiting the generality of the foregoing, Trade Professional acknowledges that SoCalGas disclaims all liability in connection with, and makes no warranties, expressed or implied, regarding work performed under any of the Trade Professional's contracts; nor shall SoCalGas be in any way liable for

any claims, damages, fines, settlements, or judgments regarding Trade Professional's contracts, work performed under such contracts, or otherwise.

4. SoCalGas reserves the right, exercisable in its sole discretion, to suspend or permanently terminate Trade Professional's participation if the Trade Professional fails to comply with Program guidelines or requirements. If a Trade Professional's participation in the Program is suspended, duration of the suspension shall be for a one-year period (from the date of notification). Trade Professional acknowledges that SoCalGas has no obligation to maintain, expand, or continue the Program or any other of its energy efficiency programs, and may terminate such programs and, as a result, Trade Professional's participation therein upon notice.
5. Trade Professional shall comply with all applicable local, state, and federal laws, rules, regulations, and orders in its performance of services for any customer under the Trade Professional Program Participation Agreement.
6. SoCalGas may elect to maintain a log of customer complaints, issues, and other examples of non-compliance by Trade Professionals. SoCalGas, in its sole discretion, may suspend or permanently terminate the Trade Professional's participation in any SoCalGas program for violation of the program guidelines or program requirements, including but not limited to the following:

## **Infractions/Violations Of The Trade Professional Code Of Conduct**

### **Misrepresentation of role/relationship and/or of programs with SoCalGas**

(This includes but is not limited to stating in writing or verbally that the Trade Professional is an agent for SoCalGas or otherwise 'approved' by SoCalGas.)

- One occurrence — SoCalGas will send a warning email or phone call to the Trade Professional.
- Two occurrences — SoCalGas will suspend the Trade Professional's qualification to participate in applicable SoCalGas programs. A notification will be sent to the Trade Professional.

### **Fraudulent Documentation**

(This includes but is not limited to: use of white-out, forgery of signatures, falsifying scope of work, or submitting rebate applications for measures that are not installed.)

- One occurrence – SoCalGas will suspend Trade Professional's qualification to participate in applicable SoCalGas programs with a notification sent to the Trade Professional.

## **Quality of work/customer complaints**

(This includes but is not limited to: installation not complete as to scope, sending work invoices to the customer or SoCalGas prior to completion, unsafe or potentially hazardous installation, or non-functioning equipment.)

- One customer complaint — SoCalGas will send a warning email or phone call to the Trade Professional.
- Two separate customer complaints — SoCalGas will suspend the Trade Professional's participation in SoCalGas programs for six months from the date of the second complaint. A notification will be sent to the Trade Professional.
- Three separate customer complaints – SoCalGas will suspend the Trade Professional's qualification to participate in applicable SoCalGas programs with a notification sent to the Trade Professional.

## **Participation Requirements**

1. Act responsibly:

- Create positive relationships.
- Be a responsible environmental steward.
- Do what you say you'll do.

2. Acknowledge the following:

Trade Professional acknowledges and agrees that the Trade Professional Directory is provided for informational purposes only, and that SoCalGas does not recommend, endorse, qualify, guarantee, or make any representations or warranties regarding the services, work, quality, financial stability, or performance of Trade Professional or any other vendor listed therein, or the goods and services Trade Professional or such other vendors offer. Trade Professional further acknowledges and agrees that the information in the Trade Professional Directory is made available simply as a convenience to customers who wish assistance in locating vendors, and SoCalGas is not, and shall not be deemed to be, a party or guarantor to any agreement between a customer and Trade Professional or any other vendor.

3. Complete the Trade Professional Program Participation Agreement.

# Participation Agreement

## Trade Professional Program

Please complete, sign, and send this application to [tradepro@socalgas.com](mailto:tradepro@socalgas.com). Incomplete applications will not be processed. If you have any questions, please contact us at [tradepro@socalgas.com](mailto:tradepro@socalgas.com).

### Trade Professional Company Information

Information will be included in the SoCalGas Trade Professional Directory as entered.

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Company Name

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Mailing Address

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City

State

ZIP

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Phone Number

Additional Locations (List cities only)

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Email Address

Website

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Social Media Username (Specify social networking website)

Certifications (i.e., LEED, DVBE, etc.)

### Primary Contact Information

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First Name

Last Name

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Title

Phone Number

Email Address

### Products And Service Information

#### 1. Natural Gas Technologies

What technologies does your company provide services for? (Select all that apply)

Boilers

Greenhouse Curtains/Film

Recirculating Pump Controls

Economizers

Modulating Gas Valves

Regenerative Thermal Oxidizers

Engines/Water Pumping

Pipe/Tank/Fittings Insulation

Steam Traps

Foodservice Equipment

Pool Equipment

Water Heaters

Furnaces/Refractory

Pre-Rinse Spray Valves

#### 2. Services Offered

Which services does your company offer? (Select all that apply)

Custom Process Improvements

Financing

Maintenance

Design/Build

Installation

Sales

Energy Efficiency Consulting

(Continue to next page)

## Online Directory

Yes, please display my company information in the SoCalGas Trade Professional Directory located at [socialgas.com/TradePro](https://socialgas.com/TradePro)

## Program Emails

Yes, I would like to subscribe to SoCalGas Trade Professional Program emails.

## Signature

By signing below, Trade Professional has caused this Agreement to be executed by its duly authorized representative as of the date set forth below, and Trade Professional hereby agrees to fully comply with the terms of this Agreement and all Program guidelines and requirements.

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Trade Professional Signature

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Print Name

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Date



The Trade Professional Directory is provided for informational purposes only. SoCalGas does not recommend, endorse, qualify, guarantee or make any representations or warranties regarding the services, work, quality, financial stability or performance of any vendor listed in the Trade Professional Directory, or the goods and services they offer. Trade professionals are listed in this directory because they elected to provide their name and contact information and not because they hold any particular license or certification. The information in this directory is made available simply as a convenience to customers who wish assistance in locating vendors, and SoCalGas is not, and shall not be deemed to be, a party or guarantor to any agreement between a customer and a trade professional. Customers are strongly encouraged to perform their own research and due diligence, and to obtain multiple bids or quotes when seeking a vendor to perform any type of work.