



## PARTICIPATING RETAILER AGREEMENT FORM

**Parties:** This is an agreement for services between the American Lung Association of the Upper Midwest (the “ALAUM”), a not-for-profit corporation, with an office at 3000 Kelly Lane, Springfield, IL 62701 and

\_\_\_\_\_ (the “Retailer”),  
[Name and Address]

effective as of the last date indicated below.

**Subject Matter:** The subject matter of this Agreement (“Agreement”) is the Wisconsin Public Service Corporation (the “Company”) Wood Stove Exchange Program (the “Program”). Detailed services to be provided by the Retailer pursuant to this Agreement are described hereinafter and in Attachment A, which is incorporated by reference herein.

**Program Details:** The details of the Program are contained in the Wisconsin Public Service Wood Stove Exchange Program Guide (the “Program Guide”) as provided by the ALAUM.

**Agreement Term:** The period of the Retailer’s performance shall begin upon date this Agreement is signed by the ALAUM and shall end upon the earlier of December 31, 2017 or the date the funding for the rebates is depleted, by notification of ALAUM, in which case the Agreement is terminated immediately upon notification.

**Amendment:** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the ALAUM and the Retailer. Any request for an amendment to this Agreement must be made in writing at least 30 days prior to the end date of this agreement.

**Cancellation:** This Agreement may be cancelled by either party by giving written notice to the other at least 30 days in advance.

**Contact persons:**

**Retailer Program Contact:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Website Address: \_\_\_\_\_

Professional Installers Certificate Number: \_\_\_\_\_

NFI or CSIA ID Number or other applicable licenses:  
\_\_\_\_\_

**ALAUM Program Contact:**

Name: Dona Wininsky

Phone: 262-703-4840

E-mail: [Dona.Wininsky@Lung.org](mailto:Dona.Wininsky@Lung.org)

**Retailer agrees to the following:**

1. Retailer has received and reviewed a copy of the Program Guide and agrees to comply with all aspects of the Program.
2. Retailer will promote the Program according to the Program Guide.
3. Retailer will not refuse to do business based on income status.
4. Retailer may only defer a client services due to the identification of conditions which could endanger the health and/or safety of the contractor, conditions which impact the effectiveness of the new installation and/or cannot be safely or effectively abated by the Retailer or client.
5. Retailer will ensure all appliances installed under the Program meet the requirements provided in the Program Guide.
6. Retailer will maintain adequate insurance as required pursuant to Attachment A.
7. Retailer will ensure all installations are done in accordance with any applicable state, county or local municipal codes/ordinances and manufacturer installation instructions.
8. Retailer will ensure the new appliances will be installed by a certified professional, such as a licensed plumber or HVAC installer, National Fireplace Institute® (NFI) Certified professional, Chimney Safety Institute of America (CSIA) professional or certified electrician, commensurate for the work being performed.
9. Retailer will ensure that the wood appliance being replaced is a non-EPA certified or non-qualified appliance and that the new appliance complies with all the requirements of the Program.
10. Retailer will ensure the old appliance is removed from the premise and recycled according to the Program.
11. Retailer understands that neither, ALAUM or WPSC will assume any responsibility or liability for the removal of the appliance, the purchase and installation of replacement appliances, or any other element of the replacement process.
12. Retailer will review and demonstrate proper operation of the new appliance to for the recipient of the new appliance purchased through the Program.
13. Retailer must provide educational materials, as provided by ALAUM, to the customer (e.g., Burn Wise fact sheet, brochures) and explain the benefits (e.g., lower emissions, better efficiency) of proper wood burning techniques, including the use of dry seasoned wood for and EPA-certified wood stove.
14. Retailer will work directly with ALAUM to receive payment for applicable incentive.
15. Retailer shall provide all customers and ALAUM an itemized **least cost estimate** to replace and install a new appliance which, using their best professional judgment is sized appropriately for the heating requirements, complies with industry safety standards, and meets all other requirements of the Program. Costs for appliances and installation in excess of the **least cost estimate** shall be quoted separately or itemized as optional.
16. Retailer shall attest that the **least cost estimate** quoted is least cost; meets the minimum requirements of the Program and industry standards for appliances, materials and installation techniques and furthermore that the Retailer's quote does not represent a profit margin exceeding Retailer's then current profit margin for non-incentive sales.

17. Retailer understands that in order to receive payment, they will be required to submit the following form and items to the ALAUM:
  - a. Completed Participating Retailer Certification Form - Signed document which (a) certifies the customer's wood hearth appliance that was replaced was a non-certified wood hearth appliance and that the new hearth appliance installed complies with all requirements of the Program, (b) provides information regarding the customers old appliance as well as the newly installed hearth appliance including type, manufacturer, and model, and (c) certifies that the old appliance was properly recycled at a recycling facility in accordance with the Program.
  - b. Digital color photos of the old hearth appliance and the newly installed appliance.
  - c. Copy of customer invoice which must show any retailer and/or manufacturer discounts.
  - d. Rebate Voucher Form issued by ALAUM
18. Retailer understands that incentive funds for the Program are limited and available on a first-come, first-served basis. In order to assure funds are available, Retailer must submit the Customer Application Form and receive confirmation back from the ALAUM.
19. Retailer agrees to hold ALAUM and the Company, harmless from any disputes arising between the Retailer and the consumer and neither ALAUM, or the Company can be held liable for any dispute arising from the relationship between the consumer and the Retailer.
20. Retailer agrees to inform all consumers that their establishment, employees and/or subcontractors are not acting as an agent of ALAUM or the Company.
21. Retailer agrees to place these same requirements and restrictions on any subcontractors or installers associated to perform work related to this Program.
22. The ALAUM or the Company name and logos are official trademarks. The use of these logos is reserved for official publications or other approved publications. Use of these logos without prior approval is prohibited. All marketing and promotional materials must be submitted to the ALAUM for approval prior to publication.

**American Lung Association of the Upper Midwest**

By: \_\_\_\_\_  
 Lewis Bartfield, President and CEO

Date: \_\_\_\_\_

**Participating Retailer:** \_\_\_\_\_  
*(Please Print Name of Retailer)*

By: \_\_\_\_\_

\_\_\_\_\_  
*(Please Print Name and Title of Authorized Person Signing)*

Date: \_\_\_\_\_

## RETAILER AGREEMENT

### ATTACHMENT A: STANDARD ALAUM PROVISIONS

**1. Entire Agreement:** The Agreement represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**2. Applicable Law:** The Agreement will be governed by the laws of the State of Wisconsin.

**3. Definitions:** For purposes of this Attachment, "Party" shall mean the Retailer, with whom the ALAUM is executing the Agreement.

**4. Independent Contractor:** The Party understands that it is at all times an independent contractor of ALAUM and that it is not acting as an employee of ALAUM. ALAUM will not provide to Party, its employees or agents, any compensation or benefit commonly associated with employment, including, but not limited to, retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to ALAUM employees, nor will ALAUM withhold any state or federal taxes. The Party understands that all applicable federal, state and local tax returns; including but not limited to, income, withholding, sales and use, or business taxes, must be filed by the Party; and all applicable taxes must be paid by the Party.

**5. Indemnification:** The Party shall indemnify, defend and hold harmless ALAUM and its officers, directors, managers, employees, agents and other representatives (collectively, "Indemnified Parties"), against any and all damages, expenses, costs, attorneys' fees, claims, demands or suits arising, whether directly or indirectly, in whole or in part, from any act or omission of the Party, any officer, director, manager, employee, agent or other representative of the Party, its affiliates and subsidiaries, in connection with any performance by the Party under the terms of the Agreement (collectively, "Claims"). The Indemnified Parties shall notify the Party in writing in the event of any such Claim instituted against it, and the Party shall immediately implement the terms of this indemnification.

**6. Insurance:** Before commencing work under this Agreement, the Party must provide to the ALAUM certificates of insurance to show that the minimum coverages referenced below are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with ALAUM throughout the term of the Agreement. No representation is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of ALAUM and the Indemnified Parties.

Workers Compensation: With respect to all operations performed, Parties with employees, shall carry workers' compensation insurance in accordance with all applicable laws.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage, including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name ALAUM as an additional insured on the insurance certificate and policies.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including, but not limited to, hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

**7. Reliance by the ALAUM on Representations:** All payments by ALAUM under the Agreement will be made in reliance upon the accuracy of all representations by the Party, including, but not limited to, those made in the Agreement, bills, invoices, voucher tracking forms and other proofs of work.

**8. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under the Agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by ALAUM or any party designated by ALAUM. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. ALAUM or any authorized representative of ALAUM, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under the Agreement.

**9. Fair Employment Practices:** Party agrees to comply with all federal, state and local laws or regulations relating to fair employment practices to the full extent applicable, including, but not limited to, non-discrimination, wage and hour and disability.

**10. Sub-Agreements:** Party shall not assign this Agreement to any other party without the express prior written approval of ALAUM.

**11. No Gifts or Gratuities:** Party shall not agree to give or give title or possession of anything of value (including, but not limited to, property, currency, travel and/or education programs) to any officer, director, manager or employee of ALAUM during the term of the Agreement.

**12. Certification Regarding Debarment:** Party certifies under penalties of perjury that, as of the date that the Agreement is signed, neither Party nor Party's officers, directors, managers or owners are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federal program or programs supported in whole or in part by federal funds.

*[Remainder of page intentionally left blank]*