



An **AEP** Company

Qualified Installation Contractor Service Agreement

The AEP Ohio High Efficiency for Low-income Program (“HELP”) (collectively “Program”) is actively looking for contractors to join its qualified contractor network to deliver energy efficiency improvements (“Work”) to those who qualify under the Program. Qualified Installation Contractors will be added to the network and assigned Work within American Electric Power Ohio (“AEP Ohio”)’s service territory, subject to the additional requirements outlined below.

Please complete this form as part of your application to participate in the AEP Ohio HELP Program qualified contractor network. Applicants are required to submit the completed application via email to aepohiohelp@resource-innovations.com. AEP Ohio or the Program Implementer will have sole discretion in determining whether the Applicant is eligible and approved to participate in the Program and if approved will provide the Applicant a written approval notice (by email is sufficient). Upon approval, the Verified Contractor will be bound by these terms. Once approved, the Application will become a Qualified Installation Contractor and will be added to the Program network. Qualified Installation Contractor’s are responsible for updating any changes or additions to the provided information. Submitting the form below is the first step in the application process. During the review, additional materials or information may be requested. All fields must be completed unless otherwise noted.

Please review the AEP Ohio HELP [Program Manual](#) (“Program Manual”) to ensure your business meets the required qualifications. Compliance with the Program Manual is mandatory for assignment of Work. All assigned Work is subject to the Terms and Conditions outlined below. If you have specific questions or need additional assistance, Contractors are encouraged to engage with Program Staff directly at aepohiohelp@resource-innovations.com.

Company Information (“Applicant”)

Legal Business Name [Company name must match the Employer Identification Number (EIN)]

If applicable, “Doing Business As” (d/b/a) Name [If using a d/b/a, certificate must be provided as supporting documentation.]

Employer Identification Number (EIN)

Mailing Address

Street Address (if different)

City

State

Zip

Are you registered to work on Federal funding projects via SAM.gov? If so, please provide your company unique entity identifier.

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Are you registered as a business in the State of Ohio ? (Circle your response)

Yes No

My company is registered or qualifies in Ohio as a: (Check all that apply)

Minority-Owned Business Enterprises (MBE)

Women-Owned Business Enterprises (WBE)

Ohio Veteran-Owned Small Business Enterprises (VFBE)

My company is certified to perform this work in these counties:

Adams	Delaware	Huron	Morrow	Stark
Allen	Fairfield	Jackson	Muskingum	Summit
Ashland	Fayette	Jefferson	Noble	Tuscarawas
Athens	Franklin	Knox	Paulding	Union
Auglaize	Gallia	Lawrence	Perry	Van Wert
Belmont	Guernsey	Licking	Pickaway	Vinton
Brown	Hancock	Logan	Pike	Washington
Carroll	Hardin	Madison	Putnam	Wayne
Clinton	Harrison	Marion	Richland	Wood
Columbiana	Henry	Meigs	Ross	Wyandot
Coshocton	Highland	Mercer	Sandusky	
Crawford	Hocking	Monroe	Scioto	
Defiance	Holmes	Morgan	Seneca	

My company provides the following services: (Please check all that apply)

Insulation and Air Sealing Installer

HVAC Installer

Heat Pump Installer

Electrical Installer

Appliance Installer

Other: _____

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Please provide the following information for all employees and subcontractor employees who will be providing services for the Program.

Name	Company	Title	Certifications

State and Federal Compliance (Please check your response)

Has any principal or officer of your company been convicted of a felony within the past 5 years?

Yes No

Has any principal or officer of your company been under disciplinary action (probation, suspension, and termination) within a federal or state program?

Yes No

Has any principal or officer of your company been debarred by any government agency?

Yes No

Has any governmental entity made a finding of non-responsibility regarding the individual or entity seeking to apply in the last 5 years?

Yes No

Has any governmental entity or other governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to intentional provision of false or incomplete information?

Yes No

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HELP Program Qualified Installation Contractor Participation Agreement

Check the box to certify you have read and agree to the terms and conditions as outlined in this application for the AEP Ohio HELP Program.

Check the box to certify you have read and agree to the participation expectations as outlined in the AEP Ohio HELP **Program Manual**.

Supporting Documentation/Attachments & Submission Instructions

Submit this completed and signed application along with the following documents:

- Copy of your D/B/A certificate (if applicable)
- Copy of Ohio Office of Business Certifications Encouraging Diversity Growth and Equity Program certification (if applicable)
- Qualified Installation Contractor Background Investigation Certification and Key Personnel List

Email completed application to aepohiohelp@resource-innovations.com.

Qualified Installation Contractor Service Agreement

Terms & Conditions

The Qualified Installation Contractor Agreement (“Agreement”) by and between Resource Innovations, Inc., (“Program Implementer”) and Applicant sets forth the terms and conditions for Qualified Installation Contractors to participate in AEP Ohio’s HELP Program (“Program”) and provide services to AEP Ohio’s qualifying customers participating in the Program. By entering into this Agreement, the Qualified Installation Contractor, whose signature is below, is agreeing to comply with and be bound by these terms.

This AEP Ohio Program is administered by Resource Innovations, Inc., acting as the Program Implementer. AEP Ohio has contracted and authorized the Program Implementer to perform activities including, but not limited to: achieving annual minimum energy and demand savings goals of 8 GWH, and 1.8 MWs; managing annual program budgets; marketing and promotion of the program; reviewing, processing, and approving applications; qualifying and providing training to local agencies and contractors; inspecting customer projects and issuing incentive checks; customer support and issue resolution; and program performance reporting on a monthly cadence.

Program Term

The Program term is from January 10th, 2025, to May 31st, 2028 (Term). The Program years will be the following: Program Year 1: 1/10/2025 – 12/31/2025; Program Year 2: 1/01/2026 – 12/31/2026; Program Year 3: 1/01/2027 – 12/31/2027; Program Year 4: 1/01/2028 – 5/31/2028.

Program funds are limited, and incentives are subject to Program funding availability. Program incentive applications are accepted on a first-come, first-served basis until the conclusion of the Program Term or until Program funds are no longer available.

Qualified Installation Contractor Program Benefits

Program Implementer will provide the following to Qualified Installation Contractors:

1. Marketing and technical support;
2. Training on Program requirements and Program participation procedures;
3. Contractor contact information listed on the Program website available to customers; and
4. Direct payment of incentives from the Program.
5. Call Center leads on customers who may qualify for the Program.

Qualified Installation Contractors are primarily responsible for their own promotion of the Program. AEP Ohio offers Qualified Installation Contractors incentives for the installation of eligible equipment in accordance with the incentive amounts specified in the **Program Manual**. AEP Ohio shall issue the incentive payments to the Qualified Installation Contractor upon the final delivery and satisfactory completion and approval of customer’s application and Qualified Installation Contractor’s completion of all Program requirements, in Program Implementer’s sole discretion.

Qualified Installation Contractor Service Agreement

Program Participation Requirements

To become a Qualified Installation Contractor, each applicant must submit a fully completed Qualified Installation Contractor Service Agreement and meet all Program participation requirements as specified below and described in more detail in the **Program Manual**. Program Implementer, in its sole discretion, will make the determination as to whether the applicant meets the Program participation requirements. Applicant agrees to provide Program Implementer with any information necessary to complete the review of the submitted required documents.

The Qualified Installation Contractor is responsible for submitting all required participation documentation to the Program Implementer annually and for updating any changes or additions to their information immediately. During the Term of this Agreement, the Qualified Installation Contractor shall provide to Program Implementer satisfactory evidence that it continues to be fully licensed and insured along with quality and timely submission of appropriate materials, consistent with the terms of this Agreement, within fifteen (15) days of any request by Program Implementer for such verification.

Applicants will be notified in writing (email is sufficient) by the Program Implementer of their acceptance as a Qualified Installation Contractor. The Qualified Installation Contractor Service Agreement is effective as of the date stated in the notification and shall continue through the applicable Program Term or until terminated by either party in compliance with the Termination section below.

The Qualified Installation Contractor acknowledges that Program Implementer's approval of the Qualified Installation Contractor to participate in the Program does not constitute an endorsement of any kind on the part of AEP Ohio or Program Implementer. The Qualified Installation Contractor shall not misrepresent to any third party or customer any information concerning the Program or its relationship to AEP Ohio and Program Implementer. Participation as a Qualified Installation Contractor does not guarantee that the Qualified Installation Contractor will receive any customer referrals or imply any guaranteed minimum level of work.

Licensing and Certification

The Qualified Installation Contractor must possess all state-required licenses for the work being conducted and meet the current licensing requirements for the AEP Ohio HELP Program as specified by the Ohio Weatherization Assistance Program. These requirements include, but may not be limited to, OSHA and EPA training/certifications, licensing requirements, Building Performance Institute (BPI) certification. All contractors performing HVAC related work are required to have a HVAC Contractor's license through DPOR. The Qualified Installation Contractor shall provide copies of required licenses and certifications to Program Implementer for all applicable Qualified Installation Contractor employees and subcontractors.

Insurance

The Qualified Installation Contractor shall comply with the insurance requirements specified in the **Program Manual**. The Qualified Installation Contractor shall have insurance coverages in effect prior to commencing work on a project under the Program and shall cause its insurers to provide valid proof of insurance to Program Implementer documenting that the Qualified Installation Contractor has the required insurance, which Certificate of Insurance shall further provide that (a) such insurance coverage shall not be canceled or materially amended without at least 30 days prior written notice to Program Implementer and (b) cover the actions of any Qualified Installation Contractor Subcontractors providing installation services.

Qualified Installation Contractor Service Agreement

Safety

The Qualified Installation Contractor is responsible for ensuring that all individuals performing services on behalf of the Qualified Installation Contractor comply with any and all safety related control measures as provided by Program Implementer or AEP Ohio; all applicable laws related hereto; and any other safety requirements while performing services for the Program. The Qualified Installation Contractor represents and warrants that the Qualified Installation Contractor shall maintain and implement a safety program, which contains the minimum safety requirements specified in the **Program Manual**, while performing services for the Program and shall provide a copy of the Qualified Installation Contractor's written safety policy to Program Implementer. Qualified Installation Contractor's safety program must meet all federal, state, and local laws.

Background Investigations

Prior to permitting any individuals to perform Program services on the Qualified Installation Contractor's behalf, the Qualified Installation Contractor shall conduct a background investigation on all employees, and cause its subcontractors to perform for their employees, who will have access to any AEP Ohio's customer information and/or will be performing services at a customer's residence through the Program. The Qualified Installation Contractor shall perform the background investigations in accordance with the Background Investigation Requirements specified in the **Program Manual** and all applicable federal and state laws. The Qualified Installation Contractor shall submit to Program Implementer a Qualified Installation Contractor Personnel Background Certification Form as provided in the Program Manual certifying that background investigations have been completed for all applicable Qualified Installation Contractor employees and subcontractors. As the Qualified Installation Contractor agencies and their subcontractors add staff, the Personnel Background Certification form is to be updated and resubmitted to Program Implementer within 30 days of hire.

Qualified Installation Contractor Program Responsibilities

1. The Qualified Installation Contractor acknowledges that the Program requirements are specified in the **Program Manual** which is incorporated herein by reference. The Program Manual outlines the Program process, project services and the Qualified Installation Contractor responsibilities in detail. The Qualified Installation Contractor shall read the Program Manual and fully understand the customer and measure eligibility requirements and participation process. The Qualified Installation Contractor acknowledges receipt of the Program Manual and shall comply with its requirements. To be considered for payment of incentives, the Qualified Installation Contractor must comply with the applicable Program requirements and this Agreement. AEP Ohio and the Program Implementer reserve the right to deny incentive payments and withdraw incentives for improper work performance or failure to comply with Program requirements or this Agreement.
2. Qualified Installation Contractors may only perform Program services in the AEP Ohio service territory for which the Qualified Installation Contractor has been approved. AEP Ohio and Program Implementer reserve the right to change the Program at any time.
3. Customers are not eligible for any other incentives offered by AEP Ohio for the measures installed through the Program. If customer also receives incentives for Program-installed measures from other state or federal assistance programs, the Program will cap the incentive not to exceed 100% of full project cost. In addition, only one application may be submitted per household within a three-year span.

Qualified Installation Contractor Service Agreement

Qualified Installation Contractor Program Responsibilities (cont.)

4. Qualified Installation Contractors shall accurately inform AEP Ohio's customers of AEP Ohio's energy efficiency programs and the applicable eligibility requirements, participation steps, and energy conservation measures (ECMs) available. In the event that any statute, regulation, ordinance, and/or code conflicts with any Program requirement, the Qualified Installation Contractor shall give precedence to the statute, regulation or code over the Program requirements. The Qualified Installation Contractor further understands that the Qualified Installation Contractor must inform the customer of this conflict and the impact this has on the ECM. AEP Ohio and Program Implementer, and their respective agents shall not be liable if the Qualified Installation Contractor has provided incorrect information about the Program or conditions and eligibility for ECMs and the Program, or for Program incentive ineligibility resulting from equipment that is mislabeled or misrepresented, ineligible for the Program, or offered to ineligible customers by the Qualified Installation Contractor. The Qualified Installation Contractor agrees to conduct its business in an honest and ethical manner and to avoid conflicts of interest. The Qualified Installation Contractor shall perform all its services in accordance with applicable professional standards and shall ensure that all work is performed in compliance with applicable federal, state, and local laws, rules, and regulations. In addition to those Licensing and Certification Requirements outlined in the **Program Manual**, the Qualified Installation Contractor represents and warrants that the Qualified Installation Contractor has obtained, and currently maintains, all federal, state, local, and foreign governmental franchises, licenses, and permits material to and necessary in the conduct of the Qualified Installation Contractor's business and performance of the Program services and that the Qualified Installation Contractor is not subject to, or party to, any license, permit, law, rule, ordinance, regulation, order, judgment, or decree, or any other restriction of any kind or character, which adversely affects the business practices, operations, or condition of the Qualified Installation Contractor's business. The Qualified Installation Contractor will notify Program Implementer within five (5) days of any change in the status of such license(s).

5. Any services performed by the Qualified Installation Contractor or its agents which violate any applicable law, licensing or permitting requirement, ordinance, code, rule, regulation, or industry norm or practice shall be promptly and professionally repaired and remedied by the Qualified Installation Contractor at no cost to Program Implementer or the customer.

6. The Qualified Installation Contractor shall enter into a separate installation agreement directly with the AEP Ohio customer for the Qualified Installation Contractor's installation of the ECMs. No ECM can be installed without the homeowner's permission and without an individual over the age of eighteen (18) years of age present.

7. The Qualified Installation Contractors shall include in its installation agreement for the Program-eligible ECMs with the customer the following terms; a written warranty that all labor and materials shall be free and clear of problems and defects for a minimum of 1 year from the date the service is completed which shall be in addition to the equipment manufacturer's warranty, including optional extended warranty coverage. If notice is given to the Qualified Installation Contractor of any such problems or defects within such warranty period, the Qualified Installation Contractor shall promptly cause the same to be corrected at its own cost and expense.

8. The Qualified Installation Contractor shall arrange for all warranties and guarantees of Subcontractors and suppliers (including manufacturers') are vested in the customer. The Qualified Installation Contractor shall cooperate with AEP Ohio and Program Implementer in obtaining compliance with any warranties and guarantees from Subcontractors, suppliers, and other related parties and during inspections by AEP Ohio or Program Implementer of work performed. The Qualified Installation Contractor shall be solely responsible for the obligations agreed to as a result of any customer arrangements and the representations and warranties agreed to between the Qualified Installation Contractor and customer for those installation services.

Qualified Installation Contractor Service Agreement

Qualified Installation Contractor Program Responsibilities (cont.)

9. Program Implementer reserves the right to inspect any work performed by a Qualified Installation Contractor at a customer residence. The Qualified Installation Contractor agrees to comply and participate in such inspection, if requested by Program Implementer.

10. The Qualified Installation Contractor shall assume full responsibility for removal of old equipment and hazardous waste from the customer project and for sorting, storage, recycling, and proper disposal of equipment and waste material in compliance with applicable laws and regulations and prevailing local jurisdiction.

11. The Qualified Installation Contractor invoices, notes, data, calculations, proposals, pricing information, drawings, engineering documents, control sequences, documents illustrating systems, communications and correspondence with customers and investigative information, and copies of other documents prepared by the Qualified Installation Contractor and/or relating to the Program or this Agreement are considered Program documents, and shall be made available and supplied to AEP Ohio and Program Implementer upon request. The Qualified Installation Contractor shall keep such full and detailed Program documents for compliance with state regulations and requirements. AEP Ohio, or its designee, shall be afforded access to, and allowed to make copies of all the Qualified Installation Contractor's calculations, records, correspondence, invoices, receipts, vouchers, agreements, memoranda and similar data or documentation that, in AEP Ohio's judgment, relate to the Program. The Qualified Installation Contractor shall make such requested documentation available to AEP Ohio, or its designee, at the Qualified Installation Contractor's regular place of business during normal working hours or provide it to the Qualified Installation Contractor in a reasonable alternative manner as may be requested by AEP Ohio. The Qualified Installation Contractor shall preserve all such Incentive documentation for a period of three (3) years after the final Program incentive payment, or longer where required by law.

12. The Qualified Installation Contractor represents and warrants that it is eligible and authorized to participate in the Program, and that the Qualified Installation Contractor's participation in the Program will not result in the violation or breach by the Qualified Installation Contractor of any applicable laws or regulations, the Qualified Installation Contractor's contractual obligations, or other duties to or rights of any third party. Any person who knowingly files a Program application for a customer that contains any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to AEP Ohio. Any Qualified Installation Contractor found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the Program. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.

13. The Qualified Installation Contractor shall not use AEP Ohio's or Program Implementer's corporate name, trademark, trade name, logo, identity, or any affiliation on Qualified Installation Contractor marketing or other materials (printed copy or electronic) for any reason, including, without limitation, soliciting customers. Approved Program marketing materials will be provided to the Qualified Installation Contractors; these materials may only be used for the sole purpose of promoting the Program and may only be used during the Program term.

Qualified Installation Contractor Service Agreement

Customer Information

The Qualified Installation Contractor, during and subsequent to the term of this Agreement, shall maintain in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of information relating to AEP Ohio customers obtained in connection with performance of any Program Services as a result of this Agreement (“Confidential Information”) and shall not use Confidential Information for any purpose whatsoever other than for the purpose of performing any Program services pursuant this Agreement. The Qualified Installation Contractor shall only disclose the Confidential Information, in confidence, to approved persons or entities directly involved in the Program or as authorized by Program Implementer, only to the extent necessary in connection with the Program or as otherwise required by law. The Qualified Installation Contractor acknowledges that a breach of the terms, covenants or conditions contained in this confidentiality section will cause irreparable damage to, AEP Ohio and Program Implementer for which a remedy at law would not be adequate. In the event of such breach or threatened breach, AEP Ohio and Program Implementer is entitled to seek appropriate injunctive relief in any court of competent jurisdiction, restraining the Qualified Installation Contractor and its employees from any such threatened or actual violation of the provisions of this Agreement. This provision does not limit AEP Ohio and Program Implementer’s rights to seek monetary damages in addition to injunctive relief. If the Qualified Installation Contractor becomes legally compelled to disclose any Confidential Information, prior to such disclosure, the Qualified Installation Contractor shall promptly provide prior written notice to the Program Implementer of such request for disclosure and shall assist AEP Ohio and Program Implementer in seeking a protective order or another appropriate remedy. The Qualified Installation Contractor shall cooperate with AEP Ohio and the Program Implementer in their efforts to prevent or limit such disclosure of Confidential Information.

Security Incident

“Security Incident” means (a) any act or omission that compromises (which includes any unauthorized use, access or disclosure) the security or confidentiality of Confidential Information or the Qualified Installation Contractor’s systems, or Program Implementer systems to which the Qualified Installation Contractor has access for storing or processing Confidential Information; or (b) receipt of a complaint in relation to the privacy and data security practices of The Qualified Installation Contractor.

The Qualified Installation Contractor shall notify Program Implementer within 24 hours, upon becoming aware of Security Incident and, at the Qualified Installation Contractor’s cost and expense, assist and cooperate with Program Implementer and AEP Ohio concerning any investigation, disclosures or notices to affected parties and other remedial measures as requested by AEP Ohio or Program Implementer or required under applicable privacy laws. The Qualified Installation Contractor shall reimburse AEP Ohio or Program Implementer reasonable costs and expenses, including without limitation, claims, internal administrative costs, third-party fees and expenses (including attorneys and consultants) and any other costs or losses related to such Security Incident. The Qualified Installation Contractor shall not inform any third party of any Security Incident involving Confidential Information without first obtaining AEP Ohio or Program Implementer’s prior written consent, other than to inform a complainant that the matter has been forwarded to AEP Ohio or Program Implementer’s legal counsel. Further, the Qualified Installation Contractor agrees that the parties shall mutually agree as to: (y) whether notice of the Security Incident is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation; and (z) the content of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

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Independent Contractor

The Qualified Installation Contractor and all of its employees, officers, Subcontractors and agents shall furnish services under any Program as independent contractors and not as an employee or agent of Program Implementer or AEP Ohio. The Qualified Installation Contractor and its agents have no power or authority to act, represent or bind Program Implementer in any manner. The parties will not exercise any control or supervision of each other or be responsible for each other in the performance of any service.

Disclaimer of Warranties

AEP Ohio and Program Implementer do not make any, and both AEP Ohio and Program Implementer expressly disclaim all warranties or representations of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of any potential energy production, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Program. AEP OHIO AND PROGRAM IMPLEMENTER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

1. To the fullest extent allowed by law, AEP Ohio and Program Implementer's total liability, regardless of the number of claims, is limited to the amount of the rebate/incentive payment approved in accordance with Program requirements and this Agreement. AEP Ohio and Program Implementer and their respective affiliates, directors, employees, contractors, agents, and service providers shall not be liable to The Qualified Installation Contractor or any other party for any other obligation.
2. Notwithstanding any other provision of this Agreement to the contrary, in no event shall AEP Ohio, Program Implementer, and their affiliates, directors, employees, contractors, agents, and service providers be liable hereunder for any type of damages, whether indirect, special, incidental, consequential, exemplary, reliance or punitive (even if advised of the possibility of such damages), including, without limitation, loss of use or loss of profits, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind. The Qualified Installation Contractor waives any claims it might have against AEP Ohio or Program Implementer and their agents, consultants, and Subcontractors.

Indemnification

The Qualified Installation Contractor shall defend, protect, indemnify and hold harmless AEP Ohio, Program Implementer and their respective affiliates, directors, employees, contractors, agents, and service providers (collectively, the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, costs (including attorney's fees and expenses) and liability of every kind and character whatsoever ("Claims") arising out of or incident to, or related in any way to, directly or indirectly, participation in the Program or to this Agreement; provided however, that the Qualified Installation Contractor shall not be required to indemnify and hold harmless any Indemnified Party against Claims adjudicated to have been caused by an Indemnified Party's gross negligence or willful misconduct.

Fraud

Any person who knowingly submits or files an application or other submission containing any materially false information, or who purposely or misleadingly conceals information from AEP Ohio or Program Implementer, subjects such person to criminal and civil penalties. All funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to AEP Ohio or Program Implementer. This section will not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.

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Tax Liability

The Qualified Installation Contractor acknowledges that receipt of any incentive or payment pursuant to this Agreement or the Program may result in taxable income to the Qualified Installation Contractor, even if the Qualified Installation Contractor does not directly receive a payment. The Qualified Installation Contractor is solely responsible for payment and reporting with respect to the Qualified Installation Contractor's taxes. The Qualified Installation Contractor should consult his or her own tax advisor with respect to the tax treatment of rebates provided pursuant to this Agreement or the Program. Nothing in this Agreement is intended to constitute tax advice and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.

Assignment

The Qualified Installation Contractor may not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the prior written consent of the Program Implementer. Any purported assignment of rights in violation of this section is void.

Governing Law

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties agree that the proper venue and jurisdiction for any cause of action relating to this Agreement will be the county where the Program is taking place.
2. To the fullest extent permitted by law, each of the parties hereto waives any rights it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Termination of Agreement and Program Changed

1. The Qualified Installation Contractor acknowledges and agrees that Program Implementer shall have sole discretion with regard to the Qualified Installation Contractor admittance into the Program. Program Implementer may terminate this Agreement at any time, with or without cause, with fourteen (14) days prior written notice to the Qualified Installation Contractor. The Qualified Installation Contractor may terminate this Agreement at any time with thirty (30) days prior written notice to Program Implementer. If the Program Implementer determines, in its sole discretion, that the Qualified Installation Contractor has failed to comply with the terms of the Agreement or those obligations contained in the Program Manual, Program Implementer may terminate this Agreement at any time, with or without cause, with immediate effect.
2. AEP Ohio reserves the right to change or cancel the Program requirements or incentive levels to whatever extent it may deem appropriate at any time without further recourse by the Qualified Installation Contractor or liability of AEP Ohio or Program Implementer. Approved customer applications, for which the Qualified Installation Contractor has completed the required Program Services according to Program requirements, will be processed to completion under the terms and conditions in effect at the time of the application approval. The Qualified Installation Contractor will be notified in writing of any material changes to the Program.
3. If a Qualified Installation Contractor Agreement is terminated, the Qualified Installation Contractor shall immediately cease promoting its participation in the Program and shall relinquish all Program benefits including returning (at their own expense) any marketing material provided by the Program. The Qualified Installation Contractor shall provide Program Implementer with a list of all customer projects in progress related to a Program where there is a signed customer application.

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Termination of Agreement and Program Changed (cont.)

4. In the event the Qualified Installation Contractor status as a Qualified Installation Contractor is terminated and is removed from the Program, Qualified Installation Contractor understands and agrees to the following ongoing obligations and prohibitions:

- a. Qualified Installation Contractor shall immediately cease promoting its participation in the Program and shall return (at its own expense) any marketing material provided by the Program.
- b. Qualified Installation Contractor information will be removed from the Program network directory.

5. Decisions to remove a Qualified Installation Contractor from the Program may be extended to any entities in common ownership with that removed Qualified Installation Contractor.

6. A removed Qualified Installation Contractor is eligible to reapply to the Program at the start of the next Program year, provided that AEP Ohio and Program Implementer retain the sole discretion in approving the contractor's re-instatement into the Program. A Qualified Installation Contractor who is removed from the Program due to fraudulent, improper, or grossly negligent activity is considered permanently removed from the Program and may not reapply to the Program at any time. A contractor removed from the Program multiple times may be removed permanently from the Program.

Entire Agreement

The terms set forth herein, including all incorporated references, constitute a complete statement of the Agreement applicable to the Program, and supersede all prior representations or understandings, whether written or oral. AEP Ohio and Program Implementer shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind that is not set forth herein.

Qualified Installation Contractor Acceptance Terms

By signing below, I certify that:

1. As the Qualified Installation Contractor Representative, I have the authority to bind the Qualified Installation Contractor to the terms of this Agreement;
2. The Qualified Installation Contractor has read and understands all terms and conditions of this Agreement, the **Program Manual**, and the Program requirements and agrees to be bound by and comply with the terms set forth herein;
3. All information provided to AEP Ohio and Program Implementer by the Qualified Installation Contractor is true and correct and the Qualified Installation Contractor will notify AEP Ohio and Program Implementer immediately of any changes.

Qualified Installation Contractor Name: _____

Qualified Installation Contractor Representative Signature: _____

Printed Name: _____

Title: _____

Date: _____