



Mass Save® Residential Heat Pump Installer Network Participation Agreement

This Participation Agreement (“Agreement”) is between the contractor whose signature appears below (“Participating Contractor”) and the Sponsors of Mass Save (Cape Light Compact, Eversource, National Grid, Unitil) (“Sponsors”) and sets out the terms and conditions under which the Participating Contractor shall participate in the “Heat Pump Installer Network” (“HPIN”).

WHEREAS, the Sponsors are offering residential customers (“Customers”) access to financing and rebates for eligible heat pump systems (“Heat Pump Offering”); and,
WHEREAS, in order for Customers to qualify for the Sponsors’ programs, the Customers must use contractors who are included in the HPIN; and,
WHEREAS, the Participating Contractor wishes to join the HPIN and remain in good standing; and
WHEREAS, the Sponsors have contracted with a third-party, ICF Resources, LLC (“ICF”), to help support the administration of the HPIN and the Heat Pump Offering.

NOW therefore, in consideration of the terms of this Agreement, the Participating Contractor agrees to the following:

SECTION 1. HEAT PUMP OFFERING PROJECTS

Covered Energy Efficiency Projects: The Heat Pump Offering provides incentives (“Incentives”) to the customers who receive new equipment installation services provided by the approved contractors in the HPIN. These heat pump projects may include, but shall not be limited to, the following types of measures (“projects”): Air Source Heat Pumps (including centrally-ducted, and ducted and ductless mini-split heat pumps), Air to Water Heat Pumps, and Ground Source Heat Pumps

SECTION 2. SERVICES AVAILABLE TO PARTICIPATING CONTRACTOR

Heat Pump Offering Services and Benefits: Services that the HPIN will make available to Participating Contractors while in good standing with the Heat Pump offering include, but are not limited to:

- Access to residential rebates and financing
- Listing on the Mass Save website
- Quality Installation Verification Incentives
- Marketing materials and online sales tools
- Continuous training and best practice knowledge sharing via the
 - Mass Save Energy Efficiency Learning Center
 - Monthly Heating & Cooling e-Newsletter
- Support via the ICF Heat Pump & HVAC SMEs

SECTION 3. OFFER REQUIREMENTS

3.1 Participating Contractor Requirements: As a condition of participating in the HPIN and accessing the HPIN benefits, Participating Contractor hereby certifies that it is capable of providing the work that it will perform under the HPIN. Participating Contractor acknowledges:

- Heat pump installations are subject to inspection prior to rebate payment.
- The Sponsors may issue customer satisfaction surveys.
- Heat Pumps and electrification are a priority for the Commonwealth of Massachusetts.
- Participants will uphold professional decorum at all times.



- Status in the Mass Save Heat Pump Installer Network is dependent upon successful completion of these first-year requirements:
 - Air Source Heat Pump Installers must complete all assigned Cold Climate Heat Pump trainings via the Mass Save Energy Efficiency Learning Center and provide certification of Cold Climate Sizing and Design Training by a heat pump manufacturer
 - Ground Source Heat Pump installers must complete all assigned Cold Climate Heat Pump trainings via the Mass Save Energy Efficiency Learning Center

3.2 General Business Practices: Participating Contractor shall:

- Respond to Customer inquiries in a timely manner (within 3 business days) and ensure prompt and accurate reporting of Heat Pump project installations
- Treat all Customers fairly and deliver promised services in a timely, responsible manner;
- Conduct itself in a professional manner when interacting with Customers and any Mass Save personnel;
- Comply with HPIN terms and Mass Save directives.
- Properly and fully present HPIN features and benefits to the Customer so that the Customer can make an informed decision about the implementation of measures in its residence;
- Refrain from inaccurate characterizations of Mass Save, the Sponsors, the HPIN, or ICF;
- Comply with all the Sponsors marketing and communications guidelines. Participating Contractor shall not use any Mass Save logo in promotions or advertising without the prior express written consent of the Sponsors. Participating Contractor shall not communicate with the media about the HPIN;
- Provide, for any equipment installed, the manufacturer's warranty plus optional extended warranty coverage, if applicable;
- If the Participating Contractor becomes involved in a dispute with a Customer regarding work performed or business practices, the Participating Contractor shall work with the Sponsors and ICF to resolve the dispute amicably;
- Perform all work in a safe manner, taking all precautions necessary to prevent illness or injury to any person or damage to any property and complying at all times with applicable laws and regulations (including OSHA);
- Participating Contractor shall hold the Sponsors and ICF harmless from any claim or suit arising from work in the Heat Pump offering, including, but not limited to any claim or suit resulting from mechanical equipment combustion safety, indoor air quality, asbestos, lead abatement, mildew, fungus, moisture intrusion, or mold of every type and nature.

3.3 Post-Installation Work Verification and Quality Assurance: Participating Contractor shall allow the Sponsors or ICF to conduct random field inspections of work that has been performed. Participating Contractor, upon request of the Sponsors or ICF, and at no additional cost to the Customer, shall make reasonable repairs or corrections to work that Participating Contractor has performed to bring such work up to HPIN standards. This requirement survives the termination of this Agreement.

Should any non-compliance issues be discovered because of an inspection, the Sponsors or ICF will notify the Participating Contractor and within thirty (30) days of the notification, and at no additional cost to the Customer, the Participating Contractor shall make any required health and safety repairs or corrections, and/or reasonable repairs needed to bring such work up to HPIN standards. All serious health and safety non-compliance issues associated with the project must be rectified by the Participating Contractor immediately. This provision shall survive the termination of this Agreement.

3.4 Use of Subcontractors to Complete Projects: Participating Contractor is responsible for all of the work performed by its subcontractors, including ensuring that subcontractors adhere to HPIN policies and



standards. Upon request, the Participating Contractor must provide information related to all subcontractors providing HPIN services, fully describing the nature of these relationships, ownership data, and other information requested by ICF. Participating Contractor cannot employ as a subcontractor any firm that has been suspended or terminated from this Heat Pump Offering or any other program offered by the Sponsors.

SECTION 4. LIMITATION OF LIABILITY AND INDEMNITY

THE SPONSORS AND ICF'S TOTAL LIABILITY TO PARTICIPATING CONTRACTOR FOR ALL CLAIMS OF ANY KIND, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOSSES ARISING OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OR BREACH OF THIS AGREEMENT SHALL, UNDER NO CIRCUMSTANCES, EXCEED \$1000 (one thousand dollars). SPONSORS AND ICF, THEIR AFFILIATES AND EACH OF THEIR REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES AND SUBCONTRACTORS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO PARTICIPATING CONTRACTOR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES.

To the fullest extent permitted by law or regulation, Participating Contractor shall defend, indemnify and hold harmless the Sponsors and ICF and any subsidiaries or affiliates thereof, and each of their respective directors, officers, employees, agents, and representatives ("Indemnitees") from and against any and all liabilities, losses, claims, damages, fines, penalties, costs, expenses (including reasonable attorney's fees), demands and causes of actions of every kind or character ("Losses") arising, or alleged to have arisen out of any claims (just or unjust) relating to a breach of or an act incident to the performance of this Agreement; or the acts or omissions of the Participating Contractor, its employees and/or subcontractors.

SECTION 5. TERM AND TERMINATION

Regardless of the execution date, this Agreement will expire on December 31, 2022, unless otherwise extended in writing by the Parties or terminated earlier by the Sponsors or ICF for cause or convenience.

The Sponsors may at any time terminate this Agreement or the subject Heat Pump Offering in whole or, from time to time, in part for its convenience by providing written notice to Participating Contractor. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims that the Sponsors may have against Participating Contractor. Either Party may terminate this Agreement upon the material breach of any provision of this Agreement by providing written notice to the breaching party and allowing the other Party at least thirty (30) days to cure its breach, provided that such breach is capable of being cured.

SECTION 6. MISCELLANEOUS

This Agreement shall be construed by, and interpreted in accordance with, the laws of the Commonwealth of Massachusetts without regard to its conflicts of law provisions.

This Agreement constitutes the entire agreement and understanding between the Parties concerning the subject matter hereof and supersedes all prior written and oral agreements, proposals, promises, and representation of the Parties respecting the subject matter hereof.

Customer personal data and utility usage information that may be shared with the Participating Contractor must be treated as confidential and not disclosed to any party other than the Sponsors and ICF.

The Sponsors reserve the right to make changes to the Heat Pump Offering upon notice to the Participating Contractor. Notification of material changes shall be made by email and/or posting on the Heat Pump Offering's website.



Participating Contractor, its employees, agents, and subcontractors (“personnel”) shall at all times act as independent contractors and shall not hold themselves out to be or be considered employees or agents of the Sponsors or ICF.

SECTION 7. PARTICIPATING CONTRACTOR CERTIFICATION

By signing this Agreement, Participating Contractor's representative is certifying that:

- Participating Contractor does not have any unresolved or outstanding complaints before any licensing board or a pattern of outstanding litigation that involves the work of Participating Contractor of any of Participating Contractor's principals;
- Participating Contractor's representative has the necessary legal authority to act on Participating Contractor's behalf;
- All of the information supplied herein is accurate;
- Participating Contractor has read, understood, and agreed to all of the definitions, terms, and conditions that are a part of this Agreement and the referenced Heat Pump Offering guidelines or any manuals provided; and
- Participating Contractor acknowledges that failure to follow Heat Pump Offering requirements and procedures, including submitting necessary documents, will jeopardize Participating Contractor's ability to receive Incentives or offer financing under the Heat Pump Offering.

I certify under the penalties of law that the statements made in this Agreement, and in supporting documentation provided along with this Agreement, have been examined by me and are true and complete. I understand that by signing this Agreement, I consent to any other inquiry to verify or confirm the information I have given. I hereby authorize any reference identified or provided to the Sponsors by Participating Contractor to release to the Sponsors any information pertaining to past or present relevant work. I hereby release from all liability or damage, the Sponsors and those persons, agencies, or organizations who may furnish such information.

Signature: _____ Date: _____



Company Information (All information is required and must match W-9 where applicable.)

Company Name:							
Street Address:				City, State, ZIP Code:			
Phone Number:				Website:			
Email Address 1:				Email Address 2:			
Counties Served:	Barnstable	Berkshire	Bristol	Dukes	Essex	Franklin	Hampden
	Hampshire	Middlesex	Nantucket	Norfolk	Plymouth	Suffolk	Worcester
Language Capacity:	English		Spanish	Portuguese	Mandarin	Cantonese	Haitian Creole
If English only, translation services available:				Y		N	
Building Type Served (choose all that apply)				Residential		Business	
Equipment Type Installed (choose all that apply)				Ducted Air Source Heat Pump		Ductless Air Source Heat Pump	
				Air to Water Heat Pump		Ground Source Heat Pump	

Contact Information

1	Company Representative:	Rep. Title:
	Phone Number:	Email Address:
2	Company Contact:	Contact Title:
	Phone Number:	Email Address:
3	Company Contact:	Contact Title:
	Phone Number:	Email Address:

Required Documentation Checklist:

Please upload the following documentation for participation:

- Signed copy of this Participating Contractor Agreement
- HVAC or Electrical Contractor/Plumbing License*
- Certificate of Comprehensive General Liability Insurance
- Certification of relevant training –
 - Air Source Heat Pump primary installers:
 - EPA Section 608 Certification
 - Certification of air source heat pump installer training provided by a heat pump manufacturer
 - Ground Source Heat Pump primary installers: International Ground-Source Heat Pump Association (IGSHPA) accredited installer certificate or an IGSHPA GeoExchange Designer certificate

*License and certification substitution may be acceptable. Questions? Contact HVAC@Massave.com