

# Electric Vehicle Electrician Trade Partner Agreement

Electrician information				
Company name				
Contact name		Contact title		
Address		City	State 2	ZIP
Phone	Email*			
*By providing your email address, you are grant				
This agreement is made between Xce ("electrical contractor," "contractor,"				

Xcel Energy is interested in adding the electrical contractor listed above to join our Trade Network for our Xcel Energy electric vehicle (EV) programs, and the contractor is willing and able to participate in the programs.

The intent of this agreement is to pre-qualify electricians that may be added to the list of participating service providers for EV customers' in-home charging needs. Xcel Energy has no obligation to the electrician in the performance of this agreement or the work performed.

Therefore, electricians that desire to enter into an agreement will agree to terms and conditions:

### **Terms and Conditions**

Xcel Energy is not affiliated with the electrician, nor is there a partnership or joint enterprise between Xcel Energy and the electrician. Pricing and quality of work performed by the electrician for completion of EV projects is strictly between the homeowner (EV customer) and the electrician. While Xcel Energy will provide customers with a list of participating electricians, Xcel Energy has no financial interest in the contractor's performance of the work. Customers are encouraged to solicit multiple bids from electricians prior to beginning any EV project.

## **Electrician eligibility**

Electricians must meet the following requirements to qualify as an Xcel Energy EV Trade Partner:

- Valid state and local city licensing
- Valid electrician insurance and bonding requirements
- Provide accurate contact information
- Take Xcel Energy's EV training and EV quiz (score must be 80 percent or higher to pass)
- · Sign this Terms and Conditions document

## **Electrician expectations**

The electrical contractor warrants that it will perform the work with due care, skill, and diligence, in accordance with all applicable industry procedures and practices. The electrician shall provide the customer with accurate estimates, timely installations, invoices, good customer service, be on time for appointments, and clean up after the project.

In the case of a problem with the equipment and installation, the electrician will respond in a timely manner to the customer with reasonable options to resolve the problem.

Electricians are expected to pull all required permits and to comply with local codes where applicable.

## **Qualified staff**

Electrician shall ensure that all work performed will be performed by or directly supervised by qualified tradesmen. All staff is required to be licensed and insured within the State of operation.

# **Promotion of Xcel Energy's EV programs**

Xcel Energy will provide participating electricians promotional materials, if available, to assist electricians in promoting EV programs to their customers. Program updates will be available at **xcelenergy.com/EV**. Participating electricians are required to provide their customers with accurate and updated information about EV programs.

The use of the Xcel Energy logo is not permitted on any trade partner materials. Acknowledgment of Xcel Energy will be in text-only format on promotional materials. Our official company font is Univers LT. Arial is an acceptable substitute. When used in any form, Xcel Energy's name must be less prominent than the name of the company making the solicitation, it must be in the context of what Xcel Energy's role is, and it must be clear who the communication is coming from.

### Acceptable examples:

- "EV services available for Xcel Energy customers"
- "Electrician for Xcel Energy's EV Programs"

Email **neal.callinan@xcelenergy.com** before using the company name, Xcel Energy, in any promotions or materials.

## Removal from program participation

Xcel Energy reserves the right to end electrician participation in this program at any time for any reason. If electrician participation is discontinued for any reason, Xcel Energy is not liable for inaccurate information, equipment, or other services that the electrician provided the customer.

#### Indemnification

The Electrician shall defend, indemnify, and hold harmless Xcel Energy, its parent, subsidiaries, affiliates, assigns, directors, officers, employees, agents, and field employees, from any and all liability with regards to claims whether in contract or of personal injury, bodily injury, property damage, damages, losses, expenses and/or death, including attorneys' fees, arising out of or resulting from the electrician's performance of or failure to perform under this agreement.

Xcel Energy is not liable for inaccurate information, equipment, or other services that the electrician provided the customer.

The electrician further understands and agrees that the obligation under this paragraph shall survive termination of this Agreement.

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#### Insurance

The electrician shall maintain such insurance as will protect the electrician and Xcel Energy from claims under Worker's Compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise out of or be connected with the performance of this contract, whether such claim arises out of the act or failure to act of the electrician, Xcel Energy, or of the direct or indirect delegee, appointee or employee of either of them.

The electrician shall maintain insurance written in the kinds and minimum limits of liability specified below. Worker's Compensation Statutory, Employer's Liability Limit, in the amount of one million dollars (\$1,000,000). Commercial General Liability Insurance, occurrence form, providing bodily injury, personal injury, and property damage liability with combined single limits of not less than one million dollars (\$1,000,000) and including Electrician's Protective, Products and Completed Operations, Broad Form Property Damage with no explosion, collapse and underground (XCU) exclusions, and contractual liability coverage for the indemnity agreement contained herein.

Comprehensive Automobile Liability with combined single limits of not less than one million dollars (\$1,000,000).

If requested by Xcel Energy, the Electrician shall file certificates of the aforementioned insurance with Xcel Energy on a form acceptable to Xcel Energy.

List any companies or individuals that your company either employs as a sub-electrician, or serves as a sub-electrician for:				
Agreement and signature				
I have read and agree to comply with the Terms and Conditions of this agreement.				
I agree to notify Xcel Energy if my address and/or other contact information changes so that I can continue to receive prog	ram updates in a timely manner.			
Electrician name: (please print)	Date			
Flectrician signature				

