



## DLC Referral Program Contractor Application Packet

Thank you for your consideration of our Partner Referral Program (the "Program"). The Program is designed as a resource to our customers to assist them in finding qualified contractors who provide products or services related to specific electrical equipment needs.

To assess the eligibility of your company for the Program, please provide us with the following:

- ❑ A signed and completed copy of the enclosed **Terms and Conditions** for participation in the Program
- ❑ A completed copy of the enclosed **Enrollment Information** page (containing contact information, references, services provided and zip codes that your company serves within Allegheny and Beaver Counties.
- ❑ A copy of an applicable **license required** (Business, Mechanical or Electrical License, for example) by the State of Pennsylvania to perform the contracted services.
- ❑ A copy of your **Insurance Certificate**.
- ❑ A copy of your **Tax ID number (W-9)**

Please send the above items to:

**Business Services, [referralnetwork@duqlight.com](mailto:referralnetwork@duqlight.com)  
Duquesne Light Co., Pittsburgh, PA**

Duquesne Light Co. looks forward to working with your business. For more information, please contact the email address provided above.

Sincerely,  
The DLC Referral Program Team



## **Terms & Conditions Agreement** **for participation in the Duquesne Light Company Referral Program**

This Terms and Conditions Agreement ("Agreement") is entered into on \_\_\_\_\_ by and between Duquesne Light Company, ("DLC") and \_\_\_\_\_, ("Vendor.") in the DLC Referral Program pursuant to the Terms and Conditions as provided for herein.

These Terms and Conditions shall become binding on Vendor upon Vendor's placement in the DLC Referral Program. These Terms and Conditions are subject to change at the sole discretion of DLC and upon notice to Vendor.

### **Obligations of the Parties**

DLC agrees to include the Vendor in the DLC Vendor referral Program, by which Vendor may be contacted by potential customers or clients actively seeking the products or services offered by the Vendor. Additionally, DLC may provide training materials or other DLC guidelines for participation in the Program. DLC will work collaboratively with the Vendor to the extent necessary for successful implementation of the Program.

Vendor agrees to perform all work in an ethical and workmanlike manner in accordance with industry best practices and with any DLC training materials or guidelines. Any training required by DLC may be required to be repeated annually.

IN NO EVENT SHALL DUQUESNE LIGHT COMPANY BE HELD LIABLE OR RESPONSIBLE TO CUSTOMERS WHO CHOOSE TO USE YOUR COMPANY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE, OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR PARTICIPATION IN THE PROGRAM. DUQUESNE LIGHT COMPANY SHALL NOT BE A PARTY IN THE CONTRACT TO HAVE THIS WORK COMPLETED FOR THE CUSTOMER. DUQUESNE LIGHT COMPANY DOES NOT ENDORSE, RECOMMEND, OR MAKE ANY WARRANTIES FOR THE WORK PROVIDED BY YOUR COMPANY, NOR DOES DUQUESNE LIGHT COMPANY ASSUME ANY LIABILITY WHATSOEVER FOR CUSTOMER'S PROPERTY OR CONDITION OF ELECTRICAL SYSTEMS THAT ARE THE BASIS OF THE WORK.



### **Term and Termination**

This Agreement shall commence on \_\_\_\_\_ and continue until terminated by either party with 30 days written notice. Either party may terminate this Agreement in the event of a material breach by the other party, with written notice specifying the breach and allowing 10 business days for the breaching party to cure the breach. The agreement will terminate immediately if the breach is not cured within 10 business days. DLC may terminate this agreement in its sole discretion for any wanton or willful misconduct of the Vendor.

### **Publicity**

The Vendor allows DLC to share their contact and company information with potential customers on both the DLC website as well as other promotion materials. The Vendor understands that DLC may provide emails that may include program, rebate and discount offers and information.

Vendor shall not use DLC's name or issue any public releases including, but not limited to, news releases, advertising, postings on social media, technical publications and responses to media inquiries, relating to the Purchase Agreement without the prior written consent of DLC.

### **No Partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.



**Governing Law**

This Agreement shall be governed by, enforced and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regards to its internal conflict of law principles. Any litigation shall be filed and pursued exclusively in either state or federal court in Pittsburgh, Pennsylvania and the parties hereto waive any claim based on inconvenient forum or venue, or lack of jurisdiction.

Signature of Vendor representative: \_\_\_\_\_ Date: \_\_\_\_\_

Name of authorized representative (print): \_\_\_\_\_

Signature by Duquesne Light Co.: \_\_\_\_\_ Date: \_\_\_\_\_

Name of authorized representative (print): \_\_\_\_\_



## DLC Referral Program Application Information

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
City: \_\_\_\_\_ Fax: \_\_\_\_\_  
State: \_\_\_\_\_ Website: \_\_\_\_\_

Current Referrer Services: \_\_\_\_\_ agrees to be referred to  
Duquesne Light Co. customers for the following type of service:

- Solar System Installations
- Vegetation Management/ Wood Removal

Sectors:

- Residential
- Commercial
- Industrial
- New Construction
- Renovation

References, e.g.: Customers, Wholesalers, Trade Associates, etc.

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

**Sign here:** \_\_\_\_\_ **Date:** \_\_\_\_\_