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Trade Ally: Sign-up Disclaimer

New Jersey's Clean Energy Program is compiling a list of trade allies that perform energy efficiency and renewable engineering, design, installation, and maintenance services for commercial, industrial, and institutional facilities in New Jersey. This list is being provided to prospective program participants as an informational source only to encourage trade allies to participate in New Jersey's Clean Energy Program and to assist in identifying trade allies who are interested in participating and/or have participated in the program. Inclusion on this list does not constitute any endorsement, advertisement, warranty, promise of employment, statement of qualification, or other representation of service by the program manager. Inclusion on this list is not required for trade allies to participate in the program.

New Jersey's Clean Energy Program reserves the right to withdraw the name of any or all trade allies from the list at any time.

NJCEP Trade Allies Agreement

Trade ally assumes the risk of, and shall indemnify and save harmless New Jersey's Clean Energy Program and its officers, directors, employees, representatives, associates, agents, successors, and assigns against all claims and actions, losses, costs, fines, penalties and damages to property or to the environment and/or injury, sickness, or disease to persons (including death) arising out of, resulting from, or based upon the acts or omissions of trade ally in connection with a NJ SmartStart Buildings project or anyone acting under its direction or control or in its behalf and all expenses (including legal and investigation fees) incidental thereto. Further, trade ally expressly acknowledges and agrees that possible inclusion on a list prepared and/or published by the program manager in connection with this program constitutes NO endorsement, recommendation or promotion, either express or implied, of trade ally.

The foregoing indemnity shall apply to all claims against the program manager, whether or not the program manager was or was alleged to be negligent, including claims for (i) personal injuries (including death) by any person made or threatened by, in the name, or on behalf of, trade ally's employees based on the program manager's negligence, including claims for personal injuries arising in the course of their employment, trade ally hereby waiving any defense it might have under applicable worker's compensation laws; (ii) loss of or damage to any property, including pollution or contamination of the environment (including liability under the Comprehensive Environmental Response, Compensation and Liability Act and similar state laws); and (iii) damages based on violations or alleged violations of applicable federal, state or local laws, breaches of any representation, warranty or promise by trade ally, its agents, subcontractors/assignees and anyone directly or indirectly employed by any of them in connection with the work; but trade ally's indemnity shall not apply to any portion of liability determined by a court of competent jurisdiction to be based upon the negligence of the program manager.

Trade ally shall promptly notify the program manager of, and shall defend the program manager against, all claims, demands, suits and proceedings for which trade ally has, or might have, indemnification responsibility hereunder. The program manager may, at its sole discretion, participate in such defense as it deems necessary to protect its own interest, and trade ally shall cooperate with the program manager in any such defense.

The foregoing indemnification obligations shall survive termination or expiration of the contract and the completion of the trade ally's work in connection with a New Jersey's Clean Energy Program project.

If you are still interested in signing up as a trade ally, but you have questions, feel free to [contact us](#).

[Continue to the sign-up page.](#)

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- [Benchmarking FAQs & Assistance](#)

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Program Literature

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PAST PROGRAMS

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DIRECT INSTALL

INVESTOR CONFIDENCE
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PAY FOR PERFORMANCE
EXISTING BUILDINGS

SCHOOL & SMALL BUSINESS
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SMARTSTART BUILDINGS
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