

# Participation Agreement

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## Together We Can Help Customers Save Energy and Money

Consumers Energy has developed a portfolio of programs promoting energy efficiency and conservation, including rebates and education. The Consumers Energy Residential Heating, Cooling and Water Heating (HVAC) rebate program offers financial incentives to participating homeowners for the installation of qualifying energy efficient equipment in eligible residences.

Contractors interested in participating in the program must complete this participation agreement between the listed contractor and Consumers Energy. This Trade Ally participation agreement defines the terms under which the contractor agrees to participate in the program and Consumers Energy agrees to operate the program.

## Consumers Energy Offers the Following:

- Training sessions for participating contractors on technical inputs, program procedures, requirements and qualifying equipment specifications.
- Customer awareness and education on the benefits of purchasing and installing energy efficient HVAC equipment.
- Rebates for eligible customers as filed with the Michigan Public Service Commission (and as funds are available).
- Program marketing and lead generation for top-performing participating contractors.

## Contractor Agrees To Perform the Following:

- Encourage the installation of qualified high efficiency heating and/or cooling equipment.
- Utilize online application tools and/or mobile application tools to submit customer applications unless prior arrangement is made with program staff for alternative submission methods. Access to online submission tool available upon completion of onboarding training.
- Submit all paperwork, including rebate application (filled out completely) and invoice (model, serial number, AHRI number and installation date), while accurately documenting details on all installed equipment.
- Ensure that homeowners receive a correct representation of the efficiency rating and program eligibility of the equipment.
  - Trade Allies that misrepresent efficiency ratings and/or product eligibility of the installed equipment or any of the terms of the agreement and/or policies and procedures will be subject to Consumers Energy paying the homeowner the eligible rebate value based on the validated efficiency and/or partial or full rejection of the application and Trade Ally paying the customer the difference between the represented rebate value and the eligible rebate value. Failure to adhere to this may result in removal or restricted program participation.
- Hold and maintain required HVAC license and endorsements and applicable insurance coverage while participating in the program.

- Install all qualifying equipment for which incentives are provided in a professional manner, consistent with industry standards and in conformance with all applicable building codes; zoning laws; local, state and federal requirements; and other relevant requirements.
- Maintain and retain accurate business records relating to the installation of qualifying equipment according to customary industry practice for at least one year following installation.
- Submit all applications in an expedient time frame, preferably within 30 days or less of installation date on application.
- Use program promotional materials (including Consumers Energy logo) only with the express written consent of Consumers Energy.

## Participation in Online Directory of Trade Allies

Trade Allies may have their company name and certain information listed in the Consumers Energy online energy efficiency contractor directory as installers of energy efficiency products. Subject to the terms and conditions herein, Consumers Energy is willing to publish Trade Allies' names and certain information in this directory, provided that Trade Allies meet the following minimum requirements:

- Complete a Trade Ally participation agreement.
- Participate in a Residential HVAC program orientation training class.
- Submit a minimum of five eligible applications in any program year. Newly onboarded contractors will be listed for 12 months upon joining the program and must maintain program minimums thereafter or they will be subject to removal from the list.

**IMPORTANT:** Information entered in the **bolded** fields below will be included in the online directory.

## Trade Ally Information

<b>Company Name:</b>		Tax ID #:
HVACR Licensee Name:		
HVACR Licensee Number:	Endorsements (list all):	
<b>Street Address:</b>		<b>Apt/Ste:</b>
<b>City:</b>	<b>State:</b>	<b>ZIP:</b>
<b>Phone:</b>	<b>Fax:</b>	
<b>Email (primary program contact):</b>	<b>Website:</b>	
Email (Trade Ally announcements only. Recommend creating an email using company email domain, such as ConsumersRebates@Anybodyheating.com):		

## Trade Ally Legal Terms and Conditions

When you sign this Trade Ally Agreement, you are agreeing that you have been trained on the program, will offer it to your customers and will submit applications on their behalf in a timely manner. Failure to adhere to any of these requirements may result in your removal from the online directory and/or the program.

- Trade Ally status does not imply a utility endorsement of the contractor in any way; rather, it simply provides a way to identify those contractors that have completed the required program training and are committed to offering high efficiency comfort solutions to their customers as well as actively promoting the program and assisting customers as needed by completing the application submission on their behalf. Failure to promote

the program and assist customers by submitting their applications may lead to such Trade Ally's removal from the program.

- The Trade Ally shall comply with all applicable building codes; zoning laws; local, state and federal requirements; and other relevant requirements. The Trade Ally is responsible for any applicable permits as required by any aforementioned code/law, including maintaining current valid licensing and current applicable insurance as required by the state of Michigan.
- The Trade Ally acknowledges and agrees that Consumers Energy provides the list of HVAC and water heating equipment and service providers solely for informational purposes. Consumers Energy makes no warranty of any kind whatsoever, including, without limitation, the warranty of merchantability or fitness for a particular purpose.
- Under no circumstances or legal theory, whether as a result of a breach of contract, warranty or tort (including negligence, strict liability or otherwise), will Consumers Energy be liable to the Trade Ally for any indirect, special, consequential, punitive or exemplary damages. License, insurance and bonding shall remain the sole responsibility of the Trade Ally.
- The relationship between Consumers Energy and the Trade Ally shall be that of owner and independent contractor, and the Trade Ally hereby further agrees that nothing shall operate to change or alter such relationship. The Trade Ally shall have no actual or apparent authority to bind, represent or work on behalf of Consumers Energy and may not represent or imply such authority through word or use of any Consumers Energy logo, trademark or service mark (including logos, trademarks or service marks of the Consumers Energy parent or affiliates) without prior written consent.
- Failure of the Trade Ally to comply with the above requirements, or any failure to resolve customer concerns, may (at the sole discretion of Consumers Energy) lead to such Trade Ally's removal from the program.

The Trade Ally has read, understands and agrees to all of the definitions, terms and conditions that are a part of this Agreement and the referenced HVAC rebate application form.

By signing below, the Trade Ally agrees: (i) it has been trained on the program and will offer the program to its customers; (ii) Consumers Energy reserves the right to end Trade Ally participation in this program at any time; (iii) it does not have any unresolved or outstanding complaints before the Michigan State Department of Labor, Licensing and Regulation or a pattern of outstanding litigation that involves its work; and (iv) it shall indemnify and hold harmless Consumers Energy from and against losses, liabilities, expenses, attorney fees, damages and injury (including death) to persons arising out of or in any manner connected with its participation in the program.

Failure to adhere to any and/or all of these requirements may result in Trade Ally removal or restricted program participation.

## Company Representative

Authorized Representative:	Title:
Signature:	Date:

### Please mail this agreement to the following address:

Consumers Energy  
Energy Efficiency Programs  
980 Beaver Creek Drive  
Martinsville, VA 24112  
Email: [consumershvac@icf.com](mailto:consumershvac@icf.com)

For more information about the  
**Consumers Energy rebate program,**  
visit [ConsumersEnergyTradeAlly.com](http://ConsumersEnergyTradeAlly.com)

**Confidentiality Agreement:** All information, including invoicing data submitted to Consumers Energy, will be kept confidential within the Consumers Energy rebate program and will only be used in aggregate form, as required by the Michigan Public Service Commission and for associated evaluation, measurement and verification purposes.