

Consumers Energy – ENERGY STAR® and  
U.S. Department of Energy (DOE) Zero Energy Ready™

# New Manufactured Home Pilot Participation Agreement

Program “Start date” **Oct. 1, 2024**, through Program “End date” **Dec. 31, 2025**.

**Directions:** Please save a copy of this form to your computer by selecting “FILE/SAVE AS” before entering text and numbers. Then fill in your information electronically and select “SAVE.” Note that this form requires Adobe Reader® version 11.0 to function properly. Download the most recent version of Adobe Acrobat Reader DC® at <http://get.adobe.com/reader>

Distributor Name (Retailer or Community Owner Receiving Payment)

## Program Overview

The Midstream New Manufactured Home Pilot (“Program”) is sponsored by Consumers Energy (“Utility” or “Sponsor”) and incentivizes eligible Retailers and Community Owners (“Distributor”) to sell or purchase and rent ENERGY STAR and U.S. Department of Energy (DOE) Zero Energy Ready™ (ZER) Homes (“Products, Equipment”) that meet the guidelines found in the current Distributor Program Guide available from your Program Team. The Program Participation Agreement (“Agreement”) sets forth the terms and conditions under which approved Distributors will engage with Program Administrator, ICF Resources, LLC (“ICF”), to participate in the Program.

In consideration for and as a condition of participation in the Program, the Distributor named agrees to the Program terms and conditions set forth in this

Agreement. Sponsor has authorized ICF to administer the Program, including but not limited to, such activities as review, processing and approval of Program incentives; measurement and verification activities; and issuing incentive payments. Distributor agrees that Sponsor is an intended beneficiary of this Agreement and, as such, may rely on any representations made herein by Distributor and enforce Distributor’s obligations hereunder to the extent the same are applicable to Program.

The Program year begins on Oct. 1, 2024 (“Program Start Date”) and ends on Dec. 31, 2025 (“Program End Date”), (the “Program Term”). ICF reserves the right to modify the Program Term in its sole discretion. The term of this Agreement shall run concurrently with the Program Term, unless otherwise terminated as provided by this Agreement.

# Program Participation Overview

## Distributor Eligibility, Obligations and Requirements

Distributor must comply with all requirements set forth in this Agreement to be eligible to receive Program incentives.

Distributor recognizes that the Program is intended to provide incentives on Products purchased by Distributor and rented or sold to Consumers Energy residential account holders ("Customers"). Incentives delivered to Distributors on product purchases, sales and rentals not meeting the above criteria will not be reimbursed by Consumers Energy.

### **Distributor is eligible for incentives if it meets the following requirements:**

- Distributor has verified a customer has an active Utility residential account number.
- Distributor is qualified as an authorized distributor by the manufacturer of the Products or Equipment submitted for payment under this Agreement. All Products or Equipment submitted for reimbursement in the Program must be purchased directly from a manufacturer or authorized manufacturer representative. ICF reserves the right to request supporting documentation verifying this business relationship (e.g., product purchase orders and manufacturer invoices).
- Distributor's primary source of revenue must be from the sale or rental of Products to end users in a Consumers Energy residential application. Companies whose primary source of revenue is the contracting of rebate incentive programs services are not eligible to participate as a Distributor in the Program. Product sales and rentals to other Distributors do not qualify for incentive reimbursement. ICF reserves the right to request documentation confirming compliance.

### **Distributor agrees to the following:**

- Distributor is not, and shall not represent itself to be, an agent of Sponsor or ICF.
- Distributor agrees to allow ICF to meet with its sales team at a time designated by Distributor regarding the Program and the benefits thereof.
- Distributor agrees to provide ICF with good faith forecasts of the number of eligible Products in the Sponsor's designated Service Territory that

Distributor expects to sell or purchase and rent by Dec. 31, 2025. Forecasts are used solely to determine the program pipeline.

- Distributor holds and maintains the required license and insurance coverage and agrees to use installers that hold the necessary industry-specific licenses or certifications and are in good standing with said licensing bodies.
- Distributor agrees to install all qualifying Equipment for which incentives are provided in a professional manner, consistent with industry standards and in accordance with all applicable building codes; zoning laws; local, state and federal requirements; and other relevant requirements.
- Distributor certifies that the Program helps the Distributor afford homes with increased efficiency of each home submitted for a rebate. The Distributor must increase the efficiency of the participating homes beyond what would have taken place without the support of the Program.
- Distributor will maintain and retain accurate business records relating to the installation of qualifying equipment according to customary industry practice for at least one year following home completion.

### **Distributor obligations:**

As a condition of their participation in the Program, Distributor shall:

- Under no circumstances shall Distributor release or transmit to the public any marketing and advertising material without Sponsor's prior written approval as set forth in this Agreement. Failure of Sponsor to provide its written acceptance, as set forth herein, shall not be deemed to constitute Sponsor's approval or acceptance.
- Distributor must allow the Program field team to provide Sponsor-approved point of purchase materials to be displayed next to the sponsored Products following the guidelines expressed by the Distributor; Distributor must provide ICF sufficient and reasonable access to the Distributor's premises and provide further that Distributor's guidelines are reasonable and not contradictory to Sponsor's objectives.
- Distributors are responsible for obtaining building permits, if required by the applicable municipality, for each Product for which an incentive payment is requested.
- Distributor shall verify Customer eligibility.

## Midstream Eligibility Requirements

### Residential Eligibility

Property must have an active Utility residential account number.

Homes must be ordered and installed between Oct. 1, 2024, and Dec. 31, 2025.

Residential property is defined as an individually metered residential property.

Home must be certified as ENERGY STAR or DOE ZER Home™.

## Product Guidelines

Distributor is eligible to receive incentives only on eligible Products included on the Program's Approved Product List (APL). The APL and the current Distributor Program Guide listing incentives are available from your Program Team.

Sponsor and ICF, at their sole discretion, can establish and periodically amend the APL and the incentive level for each Product eligible for the Program. The Distributor incentive levels will be listed in the current Program Guide.

The participating Distributor and/or its product manufacturer may submit proposed Product updates to ICF for inclusion on the APL at ICF's discretion. For consideration as an eligible Product under this Program, a Product must meet the following minimum criteria.

## Manufactured Home Criteria

### ENERGY STAR Version 2 Single-section and Multi-section Home

All-Electric Home	ASHP 7.5 HSPF2 Furnace 14.3 SEER2 HP AC 0.93 EF, 40-gallon water heater
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Electric Heat with Gas Water Heater	ASHP 7.5 HSPF2 Furnace 14.3 SEER2 HP AC 0.62 EF, 40-gallon water heater
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Gas Heat with Electric Water Heater	95% AFUE Furnace 14.3 SEER2 AC 0.935 EF, 40-gallon water heater
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Gas Heat with Gas Water Heater	95% AFUE Furnace 14.3 SEER2 AC 0.62 EF, 40-gallon water heater
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### DOE ZER Single-section and Multi-section Home

All-Electric	ASHP 7.5 HSPF2 Furnace 14.3 SEER2 HP AC 2.20 UEF HPWH
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Gas Heat with Electric Water Heater	95% AFUE Furnace 14.3 SEER2 AC 2.20 UEF HPWH
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## Program Participation Guidelines

Invoices for all transactions submitted for reimbursement to the Program must be provided.

As a requirement of participating in this Program, Distributor must provide accurate and true purchase data for all eligible Products.

Project inspections of eligible homes are completed to verify that the Distributor has complied with Program requirements including, without limitation, installation, accuracy of Program documents and invoices. Project inspections may be performed by ICF or a designee. Distributor will cooperate and participate in all project inspections before, during and/or after project installation.

## The Distributor Incentive Program

The Program is intended as an incentive program for qualifying ENERGY STAR and DOE ZER™ Homes. ICF reserves the right to request reimbursement for all incentives paid to Distributors found to have made non-qualifying offers in the market in conjunction with the Program.

The incentive chart can be found in the Program overview.

Distributors are eligible to retain a portion of or all of the incentive for each Product or Equipment measure as outlined in the Program overview. Distributors may use these funds at their discretion to promote the purchase or rental of high efficiency products or equipment incentivized by the Program. Examples include:

- Targeted marketing campaigns
- Bonus programs for salespeople or contractors
- Additional incentives for eligible customers

## Incentive Reimbursement Process

ICF will pay the Distributor within 45 to 60 days of the Distributor's satisfactorily completing the incentive requirements defined in the Program Guide, provided the Distributor is in full compliance with all other Agreement requirements. ICF's payment obligations are contingent on ICF's receipt of funds from Sponsor. The value of incentives paid by ICF to the Distributor will be based on the Product incentive levels defined in the Distributor Program Guide at the time of purchase. ICF reserves the right to make final determination of eligibility, qualifying measures, Program compliance and final incentive payments.



Order/invoice dates must be within the current program year indicating that the transactions occurred between Oct. 1, 2024, and Dec. 31, 2025. Final application submissions for the 2025 program year must be received by ICF on or before Dec. 16, 2025. Applications received after Dec. 16, 2025, will roll over to the next program year.

## Program Marketing, Trademarks and Branding

Distributor shall promote the Program in compliance with the Marketing Rules, which can be found in the Program Guide. Distributor shall verify customer eligibility in accordance with this Agreement. A Distributor will not receive incentive payments for ineligible customers.

Distributor acknowledges and agrees that Sponsor is the lawful owner of all right, title and interest in and to Sponsor's respective names and logos and that Distributor will not at any time dispute or contest, directly or indirectly, Sponsor's exclusive right and title to, and validity of, its respective name and logo.

Sponsor hereby grants Distributor the right to use its name and logo in connection with the Program pursuant to the terms and conditions contained in this Agreement. The right to use such names and logos as set forth herein shall be concurrent with the term of this Agreement and any and all such rights shall terminate upon termination of this Agreement for any reason.

The Sponsor logo and the URL may be added to all materials and advertising approved for use pursuant to this Agreement (except for pre-printed, stock Product packages) but shall only be used in the form and format as such logos are provided for use by Sponsor and require Sponsor approval of use in writing. Failure of Sponsor to provide its written acceptance, as set forth herein, shall not be deemed to constitute Sponsor's approval or acceptance. If Sponsor branding is utilized, Distributor must adhere to the guidelines provided by Program Administrator team.

Distributor agrees not to act in a manner that is inconsistent with Sponsor's ownership of its respective name and logo or that is likely to subject Sponsor to claims by third parties or potential loss of any rights therein and agrees and acknowledges that its use of the Sponsor name and logo inures to the benefit of Sponsor.

Distributor acknowledges that maintaining a high standard of quality for the Program materials bearing Sponsor's name and logo and maintaining the goodwill associated with such names and logos are of substantial importance to Sponsor. Distributor therefore agrees that all materials to be used in connection with the Program shall be submitted for prior review and written approval

by Sponsor. Failure of Sponsor to provide its written acceptance, as set forth herein, shall not be deemed to constitute Sponsor's approval or acceptance.

When used in accordance with this Agreement, Sponsor will defend and indemnify Distributor against all allegations, claims, damages, expenses (including attorneys' fees) and liabilities relating to or arising out of an alleged infringement of any trademark, copyright, or any other intellectual property right relating to Sponsor's names, logos, trademarks and URLs.

## Program Terms and Conditions

### Program Modifications or Termination

The Program will terminate on the earliest of the following occurrences: (a) the end of the Program Term or (b) the depletion of the Program funding. Distributor acknowledges that Sponsor retains the right to terminate the Program at its sole discretion. In the event the Program is terminated before the end of the Program Term, Distributor shall receive no less than 30 days' notice of termination of the Program.

Funds are limited and incentive applications are accepted on a first-come, first-served basis. Distributor acknowledges that ICF's payment obligations under this Agreement are contingent on ICF receiving Program funds from Sponsor. In the event that the Program is terminated due to depletion of Program funding, ICF agrees to pay the incentives as specified in the Program Guide for qualified Products only until the funds available to ICF from Sponsor are exhausted.

Sponsor or ICF may modify the Program eligibility requirements, incentive requirements or any other elements of this Program at its sole discretion. Such modifications will be communicated to Distributor in writing. If any changes are made to the Program, Distributor will be responsible for ensuring compliance. Distributor will have 30 days from date of notice to enact and communicate these changes to ensure that all Products are brought under compliance of the new Program rules. Any Products purchased out of compliance after the 30-day grace period will be disqualified and will not receive any payment for purchases or any associated fees.

### Limitation of Liability

Except for breaches of confidentiality/compliance with law, in no event shall Distributor, Sponsor or ICF be liable for any special, indirect, incidental, consequential, punitive or exemplary damages. Except for breaches of confidentiality/compliance with law, ICF's total

liability under this Agreement shall be limited to paying the Program fees as set forth herein, but only if such Program fees become due and payable pursuant to the terms and conditions set forth in this Agreement and provided that Distributor has complied with all of the terms and conditions contained in this Agreement.

## Termination of Agreement

ICF may terminate the Agreement at its sole discretion upon seven days' written notice prior to such termination. In the case of cancellation or termination of this Agreement, ICF agrees to pay the incentives as specified on qualifying Products purchased up to and including the date of such cancellation or termination, provided that the Distributor submits requests for such incentives in accordance with the terms of this Agreement.

## Indemnification

Distributor shall indemnify, defend and save harmless ICF, Sponsor and their respective officers, directors, representatives, members, shareholders, employees, affiliates, agents and successors (each an "Indemnified Party") from and against any and all third-party damages, losses, liabilities, claims, lawsuit and expenses (including reasonable attorney fees) arising out of or resulting from any and all claims based on (i) product liability with respect to the Products, including but not limited to Product defects, deficiencies or nonconformities, Product design and manufacture; (ii) any personal injury, death, damage to real or tangible property caused by Distributor's negligence or willful misconduct or (iii) any liability, claim, damage, cost or expense arising out of or resulting from any actions alleging or determinations made that the Products infringe any issue patent or that any of the Products infringe any copyright, trade secret or any other intellectual property rights of any third party.

## Fraud

In the event ICF determines that Distributor has engaged in fraudulent activity or misrepresentation of any kind, ICF may terminate this Agreement by written notice to Distributor, effective as of the date of Distributor's receipt of such notice. The value of any and all funds or services determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to the Program.

ICF reserves the right to, from time to time, evaluate and/or measure Program Product purchases to determine the effectiveness of the Agreement and Distributor's activities in connection with the same.

## Miscellaneous

- a) The terms and conditions of this Agreement may only be amended or modified by an instrument in writing duly executed by the parties hereto.
- b) This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. The waiver by a party of a breach or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- c) The relationship of the parties is that of independent contractors. None of the provisions of this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the parties. No party, nor any of its respective officers, members or employees, will be deemed to be the agent, employee or representative of the other parties.
- d) No party shall be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, terrorism, war (declared or undeclared), epidemics, material shortages, insurrection, acts (or omissions) of another party or its agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages or vendor non-performance. Despite the potential for force majeure events, certain of the Program's time frames and calendar dates shall not be extended (for example, the Program End Date).
- e) Each party (the "Receiving Party") will treat as confidential all information disclosed by the other party (the "Disclosing Party") or learned as a result of the Agreement ("Confidential Information"). The Receiving Party will use Confidential Information received solely for the purpose of fulfilling its obligations under this Agreement. The Receiving Party will protect Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential information, but in no event less than a reasonable standard of care. The Program will comply with all applicable laws, rules and regulations, including, without limitation, all laws and regulations pertaining to the security and use of data, such as data privacy, personal and personal identifiable data.

f) Any review, inspection or acceptance by Program of the project site or of the design, construction, installation, operation or maintenance of HVAC equipment is solely for the information of Program and that, in performing any such inspection or review or in accepting any HVAC equipment, Program makes no representations or warranty whatsoever, whether expressed or implied, including

without limitation warranty of merchantability and fitness for a particular purpose, as to the economic or technical feasibility, capability, safety or reliability of the HVAC equipment.

## Distributor Acknowledgment

Distributor has read, understands and agrees to all the definitions, terms and conditions that are a part of this Agreement.

By signing below, Distributor agrees: (1) It has been trained on the Program and (2) Distributor does not have any unresolved or outstanding complaints before the Michigan Regulation and Licensing Department or any other applicable regulatory agency, or a pattern of outstanding litigation that involves its work.

Distributor:		
Street Address:		
City:	State:	ZIP:
Authorized Signature:	Date:	
Print Name:	Title:	
Phone:	Email:	

Please email this agreement to:  
[CENewHomes@icf.com](mailto:CENewHomes@icf.com)

General inquires, please contact:  
[CENewHomes@icf.com](mailto:CENewHomes@icf.com)

Program specifics:  
Virginia Geiling  
Pilot Program Manager  
989-971-4002  
[Virginia.Geiling@icf.com](mailto:Virginia.Geiling@icf.com)