

## New Home Construction Program

# Rater Trade Ally Participation Agreement



## Together We Can Help Customers Save Energy and Money!

Consumers Energy offers a portfolio of Programs that promote energy efficiency through both rebates and energy education. The residential Consumers Energy New Home Construction Program offers financial incentives to participating Trade Allies for achieving ENERGY STAR® certification or a RESNET® Home Energy Rating System (HERS) Index Score of 56 or lower in eligible new homes.

Raters interested in participating in the residential Consumers Energy New Home Construction Program must complete this Rater Trade Ally Participation Agreement.

## Getting Started

To participate in this Program, Raters have to follow these steps:

1. Obtain a RESNET Home Energy Rating System (HERS) Rater certification.
2. Submit this Trade Ally Participation Agreement and a completed W-9 Form. You will only need to do this once.
3. Submit rebate applications on behalf of your participating builders. Applications must be submitted online; the following supporting documentation must be uploaded by the rater:
  - An Ekotrope or REM/Rate file for each registered home.
  - A PDF of registered home plans, upon request.

### Important:

The information completed in the “Rater Information” section of the Trade Ally Participation Agreement will be the information included in the Trade Ally Directory. By signing this Rater Trade Ally Agreement, you are agreeing that you have been trained on the Program. Trade Allies will be removed from the Program for non-compliance.

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

For questions, please contact:  
866-234-0445  
[CENewHomes@icf.com](mailto:CENewHomes@icf.com)  
[ConsumersEnergy.com/builder](http://ConsumersEnergy.com/builder)

For more information about the Consumers Energy New Home Construction Program, visit [ConsumersEnergyTradeAlly.com](http://ConsumersEnergyTradeAlly.com)

## Program Participation Requirements

This Rater Trade Ally (HERS Rating company or Rater) Participation Agreement is between the listed Trade Ally and Consumers Energy. This Agreement defines the terms under which the Trade Ally agrees to participate in the New Home Construction Program.

The relationship between the Program and the HERS Rating company is designed to benefit both parties. Both groups are working toward the common goal of increasing the energy savings of homes built in the Michigan market on behalf of Consumers Energy.

ICF provides marketing support and additional visibility to HERS Rating companies who are in good standing by complying with the HERS Rating Company Commitments herein. HERS Rating companies in good standing are listed on the Certified HERS Rater list, which is available on the Consumers Energy website for builders. In addition, ICF provides technical and marketing training to Rating companies in the Program.

Rating companies are crucial to the Program's success because they serve as the liaison between Consumers Energy and its builders. HERS Rating companies work with the Program by producing accurate and timely reports and savings analysis, and by adhering to HERS Rating Company Commitments for Home Incentive Applications processed through the Program. HERS Rating companies help their businesses and Consumers Energy grow by continuously recruiting new builders and homes into the Program.

## HERS Rater Definition

In order to work within the Program, the HERS Rating company must complete and adhere to the following:

1. All verifier companies must maintain credentials as a certified RESNET HERS Rater.
2. Rating company must sign and execute the New Home Construction Rater Trade Ally Participation Agreement.
3. HERS Rater must return a completed W-9 Form.
4. New Rating companies must participate in orientation training.
5. HERS Rater must maintain status as an Active Rating company through submission of a minimum of one project per calendar year.

## Home Eligibility

Homes must have a residential account in the Consumers Energy electric, natural gas or combination service (natural gas and electric) territory as evidenced by the city/town, ZIP code and a Consumers Energy meter number.

Qualifying structures include:

- Site-built single-family residential homes.
- Modular homes.
- Detached condominiums.

- Townhomes — defined as a single-family dwelling unit constructed in a group of three or more attached units in which each unit extends from the foundation to roof and with open space on at least two sides.
- Connected housing with individual meters for natural gas and/or electricity, individual heat and domestic hot water equipment, and individual entrances to each unit. Additionally, the connected housing must be four units or fewer.
- Condominiums, apartments, duplexes, flats, row houses or cooperatives.

Manufactured homes are not eligible.

## Financial Incentives

All homes must meet ENERGY STAR requirements to be eligible for the ENERGY STAR rebate, or meet a HERS Index score of 56 or lower. After that prerequisite is met, participating builders are eligible for a performance incentive based on the fuel that Consumers Energy provides the home. Up-to-date rebate incentive structure is available on [ConsumersEnergyTradeAlly.com](https://www.consumersenergytradeally.com)

## HERS Rating Company Commitments

HERS Rating companies who work within the Program are required to abide by the following commitments. Failure to meet these commitments will result in the suspension or termination of the HERS Rater Trade Ally Participation Agreement by ICF.

1. The Rater will provide verification services to participants in Consumers Energy as evidenced by Consumers Energy meter. All verification services must be aligned with the Program Participation Requirements.
2. Verification services will validate that a home is completed by the participating builder and achieves the minimum energy performance specifications necessary to qualify for incentive levels outlined on [ConsumersEnergyTradeAlly.com](https://www.consumersenergytradeally.com)
3. The Rater shall adhere to all principles and standards of conduct as set forth in the RESNET Rating Code of Ethics.
4. The Rater must be active and certified by a RESNET accredited Provider.
5. The Rater shall accurately represent the Program, and its Terms and Conditions.
6. The Rater will accurately explain to the builder the availability of incentives as well as their role in the incentive award process and the Program.
7. The Rater will act as the liaison between the Program and the builder. Changes to existing Consumers Energy Eligibility Requirements shall be communicated to the builder by the Rater.
8. HERS Raters are responsible for meeting the following reporting and communication requirements set forth by Consumers Energy and the implementation contractor (ICF).
  - a. The Rater is responsible for submitting complete, accurate and timely project information, including but not limited to:
    - Accurate registered data via Portal, including the online home data entry fields.
    - Accurate inspection data via Portal.
    - Rating Software Files.

- Forecasting Policy – Raters will keep Estimated Completion Dates accurate, with fewer than 15% of homes outdated for any given month.
  - Monthly review of your company pipeline in order to update estimated completion dates and cancel inactive projects.
- b. All Incentive Application information will be submitted via Portal. Projects are required to be registered within 30 days of the building permit date.
  - c. Raters will uphold professional behavior at all times.
  - d. All questions or concerns shall be communicated to ICF via **CENewHomes@icf.com**. Any specific questions, comments or issues will be escalated by ICF to Consumers Energy and/or HERS Rater Panel as needed.
9. Rater participation in the Program does not constitute an endorsement of any kind on the part of Consumers Energy or ICF.
  10. The Rater will provide a list of HERS Rating company employees working on behalf of the Program, including both Raters and office staff personnel.

## Online Home Data Entry

When the Rater registers a home in the Portal, a set of basic home data will be required in the Incentive Application, including:

- Project, community or building name
- Lot number/unit
- Street address (must match the address on the Ekotrope or REM/Rate file and Fuel Summary Report)
- City
- ZIP code
- County
- Permit date
- Expected start date
- Expected close-in date
- Expected completion date for homes in the current program year
- House type
- House square footage
- House plan name/number
- Floor number (if multifamily unit)
- Consumers Energy natural gas meter number
- Consumers Energy electric meter number

As the home moves through the construction process to the Consumers Energy system and the meter is set, the remainder of the incentive application must be completed by the Rater in its entirety.

Completed incentive applications will be processed by the Program on a weekly basis. As Raters complete the information required for an incentive application, they must update the status of all other Registered Homes for which an incentive application has been submitted.

For online incentive applications to be considered complete, the Rater must upload the following supporting documentation:

- An Ekotrope or REM/Rate file for each registered home.
- A PDF of Registered Home plans, upon request.

## Rater Accountability

ICF is tracking Rater activity and communications closely. Continuous failure to uphold the HERS Rating Company Commitments listed above, or gross misrepresentation by the HERS Rating company, will result in ICF terminating this Agreement, and the HERS Rating company will no longer be able to participate in the Program.

ICF has implemented an accountability policy to ensure Commitments are upheld. Violation of a HERS Rating Company Commitment will result in the process below.

### 1. Warning

- a. Written communication of violation and defined set measures to improve.
- b. Rater given one month to follow set measures and return to good standing.
- c. After one month, if said measures have not been implemented, Rater will go on suspension.

### 2. Suspension

#### a. Forecasting Compliance

- Forecasting compliance suspensions will remain in effect until the Rater updates their pipeline to have fewer than 15% outdated Incentive Applications.
- During this suspension, Incentive Applications will no longer be accepted or processed until said measures have been implemented.
- It is the Rater's responsibility to notify ICF via **CENewHomes@icf.com** that applications have been updated.

#### b. Other

- Rater will be removed from the Consumers Energy Rater List and suspended for two months. Incentive Applications will no longer be accepted or processed.
- ICF will meet with the Rater in person or via teleconference to outline violation and suspension status.
- HERS Provider and Third-Party QA/QC Vendor will be notified of suspension. If applicable, feedback from Third-Party QA/QC Vendor will be required.
- Comprehensive measures will be implemented and tracked to return to good standing.
- After two months, if said measures have not been implemented, Rater will be terminated from the Program.

### 3. Termination

- a. Rater will be removed from the Program.
- b. After six months, Rater may request to work within the Program.
- c. Rater will be subject to increased QA/QC to ensure compliance upon reinstatement.

### Consumers Energy Agrees To Offer the Following:

- Information sessions for participating Trade Allies on Program procedures, requirements and qualifying equipment specifications.
- Rebates to eligible builder Trade Allies as filed with the Michigan Public Service Commission (and as funds are available).

Through a Consumers Energy sponsored website, **ConsumersEnergyeed.com**, Trade Allies can have their company name and certain information linked to an approved website directory (“Web Directory”) of residential Raters. This is subject to the terms and conditions herein. Therefore, in consideration of the mutual promises contained and the mutual benefit to be obtained, the parties agree as follows:

- Trade Allies’ contact information will be placed on the participating Trade Ally list on the Consumers Energy New Home Construction Program website for builders once the Trade Ally Participation Agreement is complete.
- Under no circumstance 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 any Trade Allies for any indirect, special, consequential, punitive or exemplary damages. License, insurance and bonding shall remain the sole responsibility of the Trade Allies.
- The relationship between Consumers Energy and the Trade Ally shall be that of owner and independent contractor, and all Trade Allies agree that nothing shall operate to change or alter such relationship. Trade Allies 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 Consumers Energy’s parent or affiliates).
- Trade Allies shall comply with all applicable laws and codes. Failure of any Trade Ally to comply with applicable laws, codes or Consumers Energy guidelines or any failure to resolve customer concerns may (in the sole discretion of Consumers Energy) lead to such Trade Ally’s removal from the Program.

Trade Ally status does not imply a utility endorsement of the Raters in any way; rather, it simply provides a way to identify those Raters who have completed the required Program training and are committed to perform HERS ratings and submit applications on behalf of their builders, as well as actively promote the Program.

### Confidentiality Agreement

All information, including invoicing data to Consumers Energy, will be kept confidential within the Consumers Energy New Home Construction 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.

## Rater Information

Company Name:		
RESNET ID #:		
Office Address:		City:
State:	ZIP:	Primary Contact Name:
Phone:		Fax:
Email (primary Program contact):		

## Additional Rater Information

Name of Additional Energy Rater:	
RESNET ID #:	Email:

## Provider Information

Company Name:		
RESNET ID #:		
Address:		Email:
State:	ZIP:	Primary Contact Name:
Phone:	Fax:	Email:
QA Designee Name:	QA Designee Phone:	QA Designee Email:

## Rater Signature

Signature:	Date:
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## Terms and Conditions

**PROGRAM APPLICATION:** This Program Application and all required additional documentation, including the Incentive Application, must be filled out completely, truthfully, and accurately on behalf of the builder. Raters are advised to retain a copy of this application and any accompanying documentation submitted to the Program. Consumers Energy will not be responsible for lost documentation pertaining to this application request. Funds for incentives are limited and available on a first-come, first-served basis. If the Program is modified, the Rater has the right to terminate its participation in the Program, with written notice to Consumers Energy.

**APPROVAL, VERIFICATION AND INSPECTION:** Prior to any payment of builder incentives, Consumers Energy reserves the right to verify the completion of homes to the level of the requested incentive, as well as other applicable Program requirements. The builder (not Consumers Energy) is wholly responsible for compliance with applicable building codes; zoning laws; and local, state and federal requirements. A sampling of completed homes (selected by Consumers Energy) will also be selected for a Program quality control inspection by Consumers Energy. Such inspection is not intended to be a safety inspection and no warranty of any kind is provided or implied by such inspection. The Rater consents to any other inquiry to verify or confirm information provided in this Program Application or otherwise provided under the Program.

**ELIGIBILITY:** Eligible Consumers Energy residential homes applying for incentives through the Program must receive natural gas and/or electric distribution service from Consumers Energy. Qualifying structures are new construction, site-built single-family residential homes, modular homes, and detached condominiums, connected housing (duplexes, flats, connected condominiums, townhouses, row houses, cooperatives) with individual meters for natural gas and/or electricity, individual heat and domestic hot water equipment, and individual entrances to each unit. Townhomes are defined as a single-family dwelling unit constructed in a group of three or more attached units in which each unit extends from the foundation to the roof and with open space on at least two sides. Townhome eligibility does not have a unit count limitation. All other connected housing will be eligible for up to four units. Manufactured homes are not eligible for Program incentives. For the sake of clarification, only work performed on a new construction structure is eligible.

**LIMITED FUNDS:** The Program has a limited budget. Incentive Applications will be processed until allocated funds are spent in the Program Year. Consumers Energy reserves the right not to pay the incentive if funds are not available at the time of the application approval, or if the form and all required additional information are not filled out accurately. Raters must certify that the Program's financial assistance is the only way that the builder can afford to increase the efficiency of each home submitted for a rebate. The builder must increase the efficiency of participating homes above and beyond what would have taken place without the support of the Program.

**PAYMENT:** The required completed information on each home and supporting documentation must be submitted in compliance with Program Participation Requirements listed in the Online Home Data Entry section of this Trade Ally Participation Agreement, through the Portal, for builder to receive incentive payment. Consumers Energy will verify that the information and documentation meet Program requirements within 10 business days of receipt of Incentive Application request and will notify the Rater of any discrepancies. Incentive Applications submitted will be processed on a rolling basis every week. Builders will receive payment within six to eight weeks of Incentive Application processing, provided all Program requirements have been met.

**NO WARRANTIES OR REPRESENTATIONS:** (a) None of the Consumers Energy or Consumers Energy affiliates, employees or agents ("Consumers Energy Parties") guarantees the energy savings under this Program nor makes any warranties associated with the measures eligible for incentives under this Program. Consumers Energy has no obligations regarding, and does not endorse, guarantee or warrant any claims, promises, work or equipment made, performed or furnished by any contractor or equipment vendor that sells or installs any energy efficiency measure under this Program. Consumers Energy makes no warranties or representations of any kind, whether statutory, expressed or implied, including without limitations, warranties of merchantability or fitness for a particular purpose regarding any product or service rendered by any person under this Program. All such products and services shall be accepted by applicant "As Is" with respect to Consumers Energy. Consumers Energy has no obligation to make any incentive described herein. In no event shall the Consumers Energy implementation contractor be liable for any incidental or consequential damages. (b) The Rater agrees and acknowledges that Consumers Energy is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with

regard to, any equipment, home construction or work. (c) The provisions of this Section shall survive the termination, cancellation or completion of the Rater's participation in the Program.

**TAX LIABILITY:** Consumers Energy will not be responsible for any tax liability that may result from the payment of incentives. Contact your tax adviser for more information.

**CHANGES TO PROGRAM:** This application is effective and valid from Jan. 1, 2023, until further notice. The existence of the Program and all Program details, incentive levels, and Terms and Conditions are subject to change or cancellation, and the Application is subject to termination by Consumers Energy without prior notice, at Consumers Energy's sole discretion. Funds for incentives are limited and available on a first-come, first-served basis. If the Program is modified, the Rater has the right to terminate its participation in the Program.

**RELEASE/INDEMNIFICATION:** Payment of incentives under the Program and/or evaluation of applications for incentives shall not deem Consumers Energy Parties to be responsible for any work completed in connection herewith. Applicant fully releases Consumers Energy Parties from any and all claims it may have against Consumers Energy Parties in connection with this application, the incentives or the work performed in connection with them. In addition, Applicant agrees to defend, indemnify and hold Consumers Energy Parties harmless from and against any and all claims, losses, demands or lawsuits by any third parties acting in connection with this application, the payment or nonpayment of incentive, or any work performed in connection with them. Claims or lawsuits referenced in the foregoing sentence may include, but not be limited to, those arising out of, resulting from, or related to the Rater's acts or omissions (or the acts or omissions of any third party directly or indirectly employed by the Rater or its contractors for whose acts the Rater or its contractors may be liable); participation in the Program; breach of any law or code; breach of these Terms and Conditions; construction, sale or lease of a Program home; or the performance of any other activity in connection with the Program. The provisions of this Section shall survive the termination, cancellation or completion of the Rater's participation in the Program.

**LICENSED AND INSURED:** The Rater represents and warrants that it and its subcontractors carry all necessary and applicable licenses and certifications and that the Rater and its subcontractors will maintain such licenses and certifications for their duration of participation in the Program. The Rater shall carry all insurance required by any applicable law or regulation. The Rater shall also carry all commercially reasonable types and levels of insurance given the nature of its business operations. The Rater shall provide proof of all such coverage to Consumers Energy upon request.

**LIMITATION OF LIABILITY:** Consumers Energy's total liability is limited to the amount of the incentive payment specified in the submitted Incentive Application. In no event will Consumers Energy be liable whether in contract, tort (including negligence), strict liability, warranty, or otherwise for special, incidental, or consequential damages connected with or resulting from participation in the Program. The provisions of this Section shall survive the termination, cancellation or completion of the Rater's participation in the Program.

**CONFIDENTIALITY AND OWNERSHIP OF MATERIALS:** The Rater may only release limited Program-related information hereunder; specifically, the Rater may only release HERS scores and HERS Rating Certificates to the builder that retained the Rater to perform energy rating services, and the Rater may only release such information that relates to homes built by such builder. Notwithstanding the foregoing, the Rater may not release or disseminate to anyone other than Consumers Energy or its Program consultant, ICF, the results of any work or information obtained from Program work performed. Reports, correspondence and other documents relating to Program work are exclusively Consumers Energy property and are to be considered as proprietary and confidential during the term and after completion of the Rater's participation in the Program.

**PROPERTY RIGHTS:** The Rater represents that the builder has the right to complete and/or install the energy savings measures on the property on which those measures are completed and/or installed and that any necessary consent has been obtained.

**TERM:** The term of the Rater's participation in the Program will be from the effective date of Program Application approval by Consumers Energy and will continue through the end of the Program year, which expires on Dec. 31 of the current calendar year, unless otherwise terminated as provided for herein. Homes not completed by Dec. 31 may be rolled over to the next Program year and must go through the application and approval process for the following Program year, if any.