

New ENERGY STAR® Manufactured Homes Pilot Program Trade Ally Participation Agreement



Together We Can Help Customers Save Energy and Money!

Consumers Energy offers a portfolio of programs that promote energy efficiency, incorporating both rebates and energy education. The New ENERGY STAR Manufactured Homes pilot program offers financial incentives to participating community owners and retailers who install new ENERGY STAR manufactured homes in their communities.

Those contractors interested in participating in the New ENERGY STAR Manufactured Homes pilot program must complete this Trade Ally Participation Agreement.

Getting Started

Follow these steps to participate in the pilot program:

1. Submit this Trade Ally Participation Agreement. You will only need to do this once.
2. Order an ENERGY STAR home from a participating plant. Talk to your manufacturer about ENERGY STAR upgrades for models that are right for your residents and community.
3. Oversee the installation of the home. Follow the home manufacturer's installation manual instructions for proper setup of the ENERGY STAR home, including secure crossover duct connections and marriage line seals on multi-section homes.
4. Apply for the rebate upon home completion by submitting a completed rebate application to CENewHomes@icf.com

Trade Ally Participation Terms and Conditions

This Trade Ally 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 ENERGY STAR Manufactured Homes pilot program.

Home Eligibility

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

Financial Incentives

Manufactured homes produced on or after May 31, 2023, must be certified using ENERGY STAR version 3 in order to receive incentives. Homes produced before May 31, 2023, are permitted to be certified using either version 2 or version 3 of the program requirements.

Consumers Energy agrees to offer the following:

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

In consideration of the mutual promises contained and the mutual benefit to be obtained, the parties agree as follows:

- All Trade Allies acknowledge and agree that Consumers Energy provides the list of ENERGY STAR 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 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 contractor in any way; rather, it simply provides a way to identify those contractors who have completed the required program training and are committed to offer high efficiency homes to their customers as well as actively promote the program.

Trade Ally agrees to perform the following:

- Follow all directives as outlined in the Trade Ally Participation Agreement.
- Hold and maintain required licenses and 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 accordance with all applicable building codes, zoning laws, local, state and federal requirements and other relevant requirements.
- Certify that the Consumers Energy New ENERGY STAR Manufactured Homes pilot program assistance is the only way that the community owner/retailer can afford to increase the efficiency of each home submitted for a rebate. The retailer must increase the efficiency of participating homes above and beyond what would have taken place without the support of the Consumers Energy New ENERGY STAR Manufactured Homes pilot program.
- 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.
- Contractor may not use the Consumers Energy New ENERGY STAR Manufactured Homes pilot program promotional materials (including the Consumers Energy logo) without the express written consent of Consumers Energy.
- Prior to any payment of incentives, Consumers Energy reserves the right to verify the completion of homes for the requested incentive, as well as other applicable program requirements.

Confidentiality Agreement

All information, including invoicing data to Consumers Energy, will be kept confidential within the Consumers Energy New ENERGY STAR Manufactured Homes pilot 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.

Community Owner/Retailer Information

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|---|------|-----------------------|
| Company Name: | | |
| ENERGY STAR Certified Manufactured Homes Plant: | | Community Names: |
| Office Address: | | City: |
| State: | ZIP: | Primary Contact Name: |
| Phone: | | Fax: |
| Email (primary program contact): | | Website: |

Trade Ally Signature

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

By signing below, Trade Ally agrees: (1) It has been trained on the program and will offer the program to its customers; (2) Consumers Energy reserves the right to end Trade Ally participation in this program at any time; (3) Trade Ally does not have any unresolved or outstanding complaints before the Michigan Department of Licensing and Regulatory Affairs or any other applicable regulatory agency, or a pattern of outstanding litigation that involves its work; and (4) It shall indemnify and hold harmless Consumers Energy from and against losses, liabilities, expenses, attorney fees, damages and injury to persons (including death) arising out of or in any manner connected with its participation in this program.

Trade Allies found in violation of any of the terms of the agreement and/or policies and procedures will be subject to removal or restricted program participation.

Company Representative

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| Printed Name: | |
| Title: | |
| Signature: | Date: |

Please email this agreement to
CENewHomes@icf.com

For questions, please contact:
CENewHomes@icf.com