

# RESIDENTIAL HVAC TRADE ALLY PARTICIPATION AGREEMENT



## **TOGETHER WE CAN HELP CUSTOMERS SAVE ENERGY AND MONEY!**

Contractors interested in participating in the Consumers Energy Residential Heating, Cooling and Water Heating (HVAC) Rebate program must complete this participation agreement.

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

This Trade Ally participation agreement is between the listed contractor and Consumers Energy. This agreement defines the terms under which the contractor agrees to participate in the HVAC program. In consideration of the terms of this agreement, the parties mutually agree to the following.

## **CONSUMERS ENERGY OFFERS THE FOLLOWING:**

- Training sessions for participating contractors on program procedures, requirements and qualifying equipment specifications
- Rebates available to eligible customers as filed with the Michigan Public Service Commission (and as funds are available)
- Random post-installation verification of qualifying equipment

Trade Allies can have their company name and certain information listed in the Consumers Energy online website directory ("Find a Provider") of installers and manufacturers of energy efficiency products. Subject to the terms and conditions herein, Consumers Energy is willing to publish Trade Allies' names and certain information in the Web Directory. Therefore, in consideration of the mutual promises contained herein 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 website for customers once the contractor has met the following requirements:
  1. Execution of a Trade Ally participation agreement
  2. Participation in a Residential HVAC Rebate program orientation training class
- All Trade Allies acknowledge and agree 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 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 all Trade Allies shall be that of owner and independent contractor, and all Trade Allies hereby further 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) without prior written consent.

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- Trade Allies shall comply with all applicable laws and codes, including maintaining current valid licensing, permit compliance, and current applicable insurance. Failure of any Trade Ally to comply with applicable laws, codes or Consumers Energy guidelines or any failure to resolve customer concerns may (at Consumers Energy's sole discretion) 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 comfort solutions to their customers as well as actively promote the program and assist 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.

**IMPORTANT:** The information completed in the "Trade Ally Information" section of the Trade Ally Participation Agreement will be the information included in the Web Directory. When signing this Trade Ally Agreement, you are agreeing that you have been trained on the program and will offer it to your customers and submit applications on their behalf in a timely manner. Trade Allies will be removed from the program for noncompliance.

## **CONTRACTOR AGREES TO PERFORM THE FOLLOWING:**

- Follow all directives as outlined in this Agreement.
- For all installations, accurately document equipment detail required on the Consumers Energy HVAC rebate application form (available at [ConsumersEnergyTradeAlly.com](http://ConsumersEnergyTradeAlly.com)).
- Assure a correct representation of the installed equipment in regards to rated efficiency and program eligibility to homeowners. 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 Consumers Energy rebate program.
- Provide permit numbers upon request from Consumers Energy for any submitted application. Permit documentation is not required to be submitted with the rebate application.
- 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 paperwork, including rebate application (filled out completely) and invoice (model, serial number, AHRI number and installation date), on all installed equipment.
- Submit rebate application and required paperwork in an expedient time frame, preferably within 30 days or less of installation date on application.
- Refrain from using Consumers Energy HVAC Equipment program promotional materials (including Consumers Energy logo) without the express written consent of Consumers Energy.
- Submit a minimum of 4 eligible applications in any program year.
- Failure to adhere to any and/or all of these requirements may result in Trade Ally removal or restricted program participation.

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## TRADE ALLY INFORMATION

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

Contractor has read, understood and agreed 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, 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.

## TRADE ALLY SIGNATURE

Name (please print):	
Signature:	Date:

## COMPANY REPRESENTATIVE

Name (please print):	Title:
Signature:	Date:

Please mail this agreement to the following address:

Consumers Energy  
Innovation Center - ICF  
P.O. Box 1468  
Jackson, MI 49204-1468

Fax: 517-768-6320  
Email: consumershvac@icf.com

For more information about the **Consumers Energy Rebate program**, visit **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.