

RESIDENTIAL REGISTERED VENDOR AGREEMENT

Mobile Home Initiative Addendum



The Mobile Home Initiative is funded in part by federal funds from the Inflation Reduction Act (IRA) Home Electrification and Appliance Rebate (“HEAR”) program and a competitive grant through the United States Department of Energy’s Energy Improvements in Rural or Remote Areas (ERA) program. There are certain additional terms, conditions, and requirements that Vendors must observe as a condition to performing a project for a customer who will receive program funds to pay for the Vendor’s work. To participate in Efficiency Maine’s Mobile Home Initiative, please complete, sign, and return this form.

Registered Residential Vendor (“Vendor”) Information. Please enter your company’s information.	
Business Name	

Additional Program Terms & Conditions

Vendor agrees to comply with all terms and conditions of the Efficiency Maine Registered Residential Vendor Agreement (the “Agreement”), plus the following additional terms which are hereby made part of the Terms and Conditions. Vendor’s signature below signifies acceptance of all terms and conditions.

1	Vendor agrees to perform all work and services in strict accordance with Efficiency Maine program terms and conditions and applicable codes and regulations. Vendor must have a written contract directly with the customer to perform all work necessary for a complete installation of equipment and components to ensure proper function.
2	Vendor agrees to complete the project within 90 days of project approval, and submit the rebate claim form on behalf of the customer, with invoice, within 30 days of project completion.
3	Vendor will install only equipment and efficiency measures that are compliant with Efficiency Maine program requirements and shall procure all such equipment and measures from authorized suppliers as may be designated by Efficiency Maine.
4	Vendor will not disclose or use customer personal information for any purpose other than fulfilling the commitments of this program. Vendor acknowledges that certain records and information, including the social security number, address, telephone number and e-mail address of a customer that has participated or may participate in an Efficiency Maine program, and information about the customer’s energy usage profile, is deemed confidential under the Efficiency Maine Trust Act, 35-A M.R.S. Section 10106. Vendor must maintain all such information securely and in confidence and acknowledges that Vendor may be liable for unauthorized disclosure of confidential information by any of its employees or agents.
5	Vendor agrees to accept Manual J reports created by Efficiency Maine for every installation to ensure proper sizing of the heat pump units.
6	Vendor must have all installations pre-approved by Efficiency Maine prior to installation. Efficiency Maine will review (1) customer eligibility pre-screening approval, (2) a signed price quote, and (3) appropriate signatures on all customer payment plan agreements (where applicable).
7	Vendor acknowledges and understands that it is installing the sole source of primary heating into each home that participates in this project. Vendor will be responsible for timely responding to service calls if the installed units encounter problems, especially during extreme weather events. Vendor must respond to all service calls promptly in accordance with its procedures, but in no event later than 24 hours of a service call. Vendor affirms that all customers will have Vendor’s business contact information and understand how to contact Vendor for service.
8	Vendor understands that Efficiency Maine will provide a customer incentive/rebate of \$12,900 per installation. The customer is the rebate funding recipient. The rebate amount will be paid directly to the Vendor on the customer’s behalf only upon an express assignment and direction from the customer. This incentive is intended to cover a portion of the costs associated with a whole-home heat pump system for space heating and cooling that serves a manufactured single-family home (a “Qualified Electrification Project”), as well as a full 5-year labor warranty. Vendor agrees to provide prompt and complete warranty service to customers and that any problems that are encountered during this time will be Vendor’s responsibility to timely correct.
9	Vendor understands that the customer must contribute to the cost of the project beyond the rebate amount. The customer has the option of paying \$2,000 toward the project up front or can finance the required project contribution with a loan offered by Efficiency Maine. If a customer chooses a loan option, the customer may direct the \$2,000 loan proceeds be paid directly to the Vendor from Efficiency Maine’s loan program on the customer’s behalf. If the customer does not choose a loan option, the Vendor understands that at least \$2,000 needs to be collected from the customer upfront depending on whether the customer assigns the rebate to themselves or not.
10	Vendor understands that Efficiency Maine will pay Vendor an installation incentive of \$50 per dwelling unit for each installation of a Qualified Electrification Project when such Qualified Electrification Project is performed by Vendor after the launch of Efficiency Maine’s HEAR and ERA Programs. The amount of installation incentives Vendor may receive per single-family home at any one address shall not exceed \$500. Vendor further acknowledges that installation incentives must not exceed installation incentive limits as described herein, and Vendor hereby agrees to refund to Efficiency Maine any installation incentive funds in excess of said limits that are in Vendor’s possession.
11	Vendor understands that Efficiency Maine has developed a Consumer Protection Plan in connection with the IRA HEAR Program and that a copy of the Consumer Protection Plan is available for review on the Efficiency Maine website (efficiencymaine.com) and that Vendor is responsible for compliance with all provisions of said Plan that apply to Vendors or to installers of Qualified Electrification Projects more broadly.

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12	Vendor will certify and attest to the validity and accuracy of all the information that Vendor provides in connection with rebate requests, including without limitation, information related to the project, the equipment installed, and costs incurred.
13	Vendor understands and acknowledges that if they have falsified any information or provided information that is materially inaccurate, they may be subject to legal action and exclusion from Efficiency Maine programs. If Efficiency Maine determines that any information provided is materially inaccurate, it will provide notice and an opportunity to cure the issue. If the issue is not promptly and effectively cured, Efficiency Maine may cancel any rebate reservations and shall not be required to pay an installation incentive to Vendor in connection with the installation to which the falsified information relates to. If a rebate or installation incentive has already been issued and Efficiency Maine determines that false information was supplied, Vendor will be responsible to reimburse Efficiency Maine the entire amount of the program rebates and/or installation incentives paid to them.
14	Vendor acknowledges that all work is subject to on-site inspection and verification and agree to allow Efficiency Maine and its authorized agents access all relevant records for such purposes.
15	In the event of a dispute between a customer and a Vendor for which Efficiency Maine identifies the Vendor as the responsible party and characterizes the dispute as resolvable, the Vendor shall perform a corrective action within thirty (30) days of receiving a notification from Efficiency Maine and shall confirm completion of said corrective action with Efficiency Maine. Vendor understands that failure to perform said corrective action in the time frame provided may result in suspension of the Vendor's eligibility for participation in Efficiency Maine programs.
16	Vendor understands that it is impermissible for contracts and agreements related to the Mobile Home Initiative to contain a mandatory arbitration provision.
17	Vendor understands that if Vendor assigns a customer's contract to a third-party, the customer will still have the same claims and defenses that they would have against the Vendor that provides the goods and services obtained with the HEAR rebate funds.
18	If Vendor is providing customer contract documents electronically and a customer's signature is applied electronically to the contract documents, the Vendor must comply with the Electronic Signatures in Global and National Commerce Act (E-Sign Act) (15 U.S.C. §§ 7001 et seq.) This includes providing required disclosures and obtaining customer consent to receive and execute documents electronically.
19	Vendor, when submitting rebate claim on behalf of a customer, shall submit such claim using Efficiency Maine's Mobile Home Initiative Rebate Claim Form. All claims must include invoices showing itemized costs for labor, equipment, and materials.
20	Vendor agrees to manage customer and project information in Efficiency Maine's online lending platform where participants select the program's financing option. Efficiency Maine will provide training for this lending platform so that both the Vendor and Vendor's customers are informed about its functionality.

Acknowledgement

Vendor acknowledges that it is responsible for the performance and conduct of its employees, agents, and contractors and Vendor shall cause all such personnel to comply with the terms and conditions of the Agreement. Vendor, through its authorized representative, certifies that all the information included herein is true and correct and confirms that the representations and undertakings contained herein are made part of the Residential Registered Vendor Agreement with Efficiency Maine.

Name		Date	
Signature			

Efficiency Maine Warranty Expectations

Installers must offer:

- A five-year labor warranty for each **Mobile Home Initiative** heat pump they install.
- This warranty must include a 24-hour response time (this can initially be a phone call).
- Cleaning and filter replacement is not required. However, each customer should be instructed about the importance of cleanings and filter changes.
- If a customer requests that their system be removed, Efficiency Maine and the installer may visit the property up to three times to try to resolve the issue. If the issue is still not resolved, the installer and Efficiency Maine will work together to ensure that a new heat pump system is installed. If the customer would like a furnace reinstalled, they must incur the cost.