

2024 Residential Heating, Cooling, and Water Heating (HVAC) Program Participating Contractor Agreement

Together we can help customers save energy and money!

DTE Energy ("DTE") has a portfolio of programs promoting energy efficiency and conservation that includes rebates and education. DTE's Residential Heating, Cooling, and Water Heating (HVAC) Program offers financial incentives to participating homeowners for the installation of qualifying energy efficient equipment in eligible residences.

Contractors interested in participating in the DTE Residential HVAC Rebate Program ("Program") must sign this Participation Agreement.

This Participation Agreement is between the contractor listed below ("Contractor") and DTE and defines the terms under which the Contractor agrees to participate in the HVAC Program per the published Program Guidelines ("Guidelines"), available through the Participating Contractor portal (mydteprogram.com). Under the terms of this Agreement, the parties mutually agree to the following:

DTE will provide the Contractor:

- Information sessions on HVAC Program procedures, requirements, and qualifying equipment specifications.
- Rebates for eligible customers as filed with the Michigan Public Service Commission, but only as funds are available.
- An online Energy Efficiency Directory (EED) that allows customers to easily search for and find a Contractor (dteenergy.com/eed). The Contractor will be included in the EED once the following requirements are met:
 1. Completion of a Participating Contractor Agreement. Information the Contractor provides on the Agreement will be used to create the contractor listing (company name, contact information, certified services).
 2. Participation in an HVAC Program training class.
 3. Submission of six rebate applications annually.
 4. The Contractor agrees that DTE provides the EED list of HVAC and service providers solely for informational purposes only. DTE is not responsible for, and makes no guarantees on, the quality of the Contractor's work or products.
 5. Important: Information will be listed as provided by the Contractor in the Participating Contractor Agreement (company name, contact information, certified services).

The Contractor agrees to:

- Follow all instructions outlined in this Agreement and adhere to the published Guidelines.
- Hold and maintain required valid and current HVAC licenses and insurance coverages while participating in the HVAC Program.
- Be listed in the EED, provided they meet minimum requirements for listing in the EED. Contractor understands that its listing in the EED will allow customers to view Contractor contact information and customer-provided feedback.
- Keep all contact information (address, phone, email, license number, and tax ID) current with the HVAC Program. Updated information should be communicated utilizing the Participating Contractor information update form (available through the Participating Contractor portal at mydteprogram.com).
- 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, and local, state, and federal 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.
- For all installations, accurately document the equipment detail* required on the rebate application (available through the Participating Contractor portal at mydteprogram.com).

- Provide permit numbers, as appropriate, upon request.
- Submit all required information, including (but not limited to) the rebate application, the model and serial numbers of the equipment serviced or installed, and a valid invoice showing the installation date and installation address.
- Submit rebate application and required paperwork within 14 days of installation date.
- Refrain from using any HVAC Program promotional materials (including the DTE logo) that have not been approved by DTE.
- Provide rebate submission support for all qualifying installations.
- Resolve any rebate application that is placed in “flaw” status within 21 days of the initial flaw notification.
- If three applications within a 180-day period are not resolved within 21 days of the initial flaw notification, the Contractor’s online application submission access will be reviewed by Program Management. Contractors found to breach this parameter will be subject to actions including, but not limited to, suspension from the Program or removal from the Program.
- In addition to the flaw guidelines outlined above, any Contractor with a flaw rate of 20% or more will be subject to action including, but not limited to, removal from the HVAC Program as a Participating Contractor.
- Submit a minimum of three jobs in a 180-day period, or six applications within a one-year period, while participating in the DTE HVAC Program. Failure to comply with this may result in suspension or removal from the Program at the discretion of the Program Managers.
- Submit applications for eligible single-family homes only. Single-family homes are defined as two or fewer connected units. Each unit must be individually metered for natural gas and electric and each unit must have its own heating, cooling, and water-heating equipment.
- Acknowledge and abide by terms as outlined in the published Guidelines.
- Agree to participate in random QA/QC verifications of Program guideline rules.

*Misrepresentation of the installed equipment will not be tolerated. If the Contractor is found in violation of this or any of the terms of this Agreement and/or policies and procedures, it will be subject to removal or restricted Program participation.

General Terms and Conditions

- DTE is not liable to the Contractor for any type of damages. All licensing, permits, insurance, and bonding are the sole responsibility of the Contractor.
- Contractor shall defend, indemnify, and hold harmless DTE for any and all claims, losses, costs, and expenses arising out of the Contractor’s participation in the HVAC Program.
- Any information received by the Contractor through its collection of customer data, and any and all records, data, or information made available to the Contractor through the HVAC Program shall be considered confidential data belonging solely and exclusively to DTE. The Contractor agrees to hold all such data in strict confidence and shall not disclose it to any third party for any reason. Any consent by any customer of DTE regarding the release for use of that customer’s data shall in no way alter or limit the restrictions set forth in this provision or in any other provision of this Agreement. Further, any information provided to the Contractor during the engagement, including but not limited to any confidential company or customer data, shall be returned or destroyed at DTE’s request. The Contractor shall not use any confidential company or customer data for any purpose whatsoever except for the purposes set forth in this Agreement. Furthermore, should the Contractor either receive or develop during the process of completing the work hereunder any aggregate data with respect to DTE or its customers, the Contractor shall not, either during the term of this Agreement or thereafter, reverse engineer or otherwise manipulate such data for the purpose of obtaining personally identifiable customer information.
- The relationship between DTE and the Contractor is strictly that of owner and independent contractor. The Contractor has no authority to represent or work on behalf of DTE and may not imply such authority either verbally or through the use of any DTE logos, trademarks, or service marks. Contractors may work with Contractor technical support to use co-brandable promotional materials provided by DTE.

- The Contractor must comply with all applicable laws and codes. Failure of the Contractor to comply with applicable laws, codes, or the Guidelines, or any failure to resolve customer concerns, may result in the Contractor’s removal from the HVAC Program.
- DTE may, at any time, in its sole discretion, terminate the Contractor’s participation in the HVAC Program.
- Participating Contractor status does not imply DTE’s endorsement of the Contractor in any way; it simply identifies those contractors who have completed the required HVAC Program training and are committed to actively promoting the HVAC Program and assisting customers as needed with completing the incentive form.

Participating Contractor Information

Company Name:		Tax ID#:	
HVACR Licensee Name:			
HVACR License Number:			
Street Address:			Apt/Ste:
City:	State:	ZIP Code:	
Mailing Address (if different):			Apt/Ste:
City:	State:	ZIP Code:	
Phone:		Fax:	
Primary Email (online application submissions and flaw responses; one contact only):		Secondary Email (program updates only; available to multiple recipients):	
Website:			

Contractor Services

Check ONLY those services your company performs.

Air Conditioner Replacement
 Boiler Replacement
 Furnace Replacement
 Central Air Conditioner Diagnostic Tune-Up
 Heat Pump Replacement
 Boiler Tune-Up with Combustion Analysis
 Furnace Tune-Up with Combustion Analysis

By selecting the above services, the Contractor agrees that it is equipped and able to perform the indicated services. The Contractor may indicate electric/gas services provided regardless of DTE territory. However, the Contractor should make the customer aware that they are outside of DTE electric/gas territory and may not be eligible for program incentives.

Contractor Certifications

NATE (North American Technician Excellence)
 NCI (National Comfort Institute)
 Comfort Institute
 ACCA (Air Conditioning Contractors Association)
 BBB (Better Business Bureau)
 ENERGY STAR®
 BPI (Building Performance Institute)

Do you have a Yelp profile? Yes No If yes, provide your ID:

Participating Contractor Signature

The Contractor has read, understood, and agreed to all of the definitions, terms, and conditions that are a part of this Agreement and the referenced Program Guidelines.

By signing below, the Contractor confirms: (i) it has been trained on the Program and will offer the Program to its customers; (ii) 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; (iii) it cannot hold DTE responsible for any losses, liabilities, expenses, attorney fees, damages, and injury to persons (including death) arising out of or in any way connected with its participation in the Program; and (iv) DTE reserves the right to end Contractor participation in this Program at any time.

Company Representative

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

Please return this Agreement via mail, email, or fax:

DTE
c/o ICF
600 Renaissance Center, Suite 1250
Detroit, MI 48243

Email: dtehvac@icf.com
Fax: 313.568.5265

For more information about the DTE Residential HVAC Rebate Program, visit dteenergy.com/hvac