

Residential Heating, Cooling, and Water Heating (HVAC) and Home Performance Programs

2026–2027 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 and Residential Home Performance Program offer financial incentives to participating homeowners for the installation of qualifying energy-efficient equipment in eligible residences. The HVAC and/or Residential Home Performance Program ("Program") is an energy-efficient program sponsored by DTE, and administered by ICF Resources, L.L.C. ("Implementor"). This Participation Agreement ("Agreement") sets forth the terms and conditions governing the Program.

Contractors interested in participating in the Program must sign this Agreement.

This Agreement is between the contractor listed below ("Contractor") and DTE and defines the terms under which the Contractor agrees to participate in the 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 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.
- Random post-installation verification of qualifying equipment installed through the Program.
- The opportunity to respond to leads generated through public awareness campaigns promoting DTE energy efficiency programs.
- Account management assistance in obtaining and using the diagnostic equipment and software required to conduct and report comprehensive home energy assessments (Home Performance Program only).
- 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 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 and/or Home Performance Program training class, as applicable.
 3. Submission of six HVAC Program rebate applications, or two Home Performance Program jobs. DTE would like to ensure that the EED contains a list of active participating Contractors.
 4. The Contractor agrees that DTE provides the EED list of HVAC and Home Performance 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 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 Program.
- Hold and maintain required certifications, including BPI/RESNET certifications where applicable for Home Performance Program participation.
- 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 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.

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- 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. Submissions with an account holder-signed Rebate Reassignment will be processed. HVAC Program self-submissions from account holders will need to have payment verified.
 - Submit rebate application and required paperwork within 14 days of installation date.
 - Refrain from using any 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 14 days of the initial flaw notification.
 - If three applications within a 180-day period are not resolved within 14 days of the initial flaw notification, the Contractor’s online application submission access will be reviewed by Implementor. 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 Program as a participating Contractor.
 - Submit a minimum six HVAC Program rebate applications, two Home Performance Program jobs, or five Insulation Program jobs within a one-year period, while participating in the Program. Failure to comply with this may result in suspension or removal from the Program at the discretion of the Implementer.
 - 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.

The Contractor and DTE also agree to the following:

- DTE’s and Implementor’s liability is limited to paying the incentive specified. DTE and Implementor are not liable to the Contractor or any customer, whether in contract, tort (including negligence), strict liability, warranty or otherwise for damages connected with or resulting from participation in the Program. DTE reserves the right to not pay this incentive if the application and all required additional information are not complete and accurate or if funds are not available.
- Contractor and all of its employees, subcontractors, and suppliers are, with respect to DTE, independent contractors, and therefore shall not be deemed or construed any sort of agency, joint venture or partner relationship between Contractor and DTE.
- 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.
- The Contractor must comply with all applicable laws and codes. Failure of the Contractor to comply with applicable laws, codes or DTE guidelines and/or any failure to resolve customer concerns may result in the Contractor’s removal from the Program.
- Participating Contractor status does not imply DTE’s endorsement of the Contractor in any way. This status identifies those Contractors who have completed the required Program training and are committed to actively promoting the Program and assisting customers, as needed, to receive Program rebates.

General Terms and Conditions

- Neither DTE or Implementor are 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 and Implementor for any and all claims, losses, costs, and expenses arising out of the Contractor's participation in the 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 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.
- DTE may, at any time, in its sole discretion, terminate the Contractor's participation in the 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 Program training and are assisting customers as needed with completing the incentive form.
- Governing Law – This Agreement shall be governed and construed in accordance with the laws of the State of Michigan.

Fraud

- If DTE or Implementor determines that the Contractor has engaged in fraudulent activity, submitted inaccurate or misleading information, or otherwise misrepresented equipment, installations, customer eligibility or participation in the Program, DTE may suspend, restrict or terminate the Contractor's participation in the Program. Termination may be provided by written notice and will be effective upon the Implementor's providing of such notice.
- The Contractor shall return to DTE or the Program the value of any incentives, funds or services determined to have been obtained based on inaccurate, misleading or fraudulent information.
- DTE and Implementor reserve the right to review, evaluate, audit and/or verify the Contractor's Program-related applications, installations, invoices, records and participation activity to confirm compliance with this Agreement and the published Guidelines and to evaluate the effectiveness of the Program.

Confidentiality Agreement

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 Program shall be considered confidential data belonging to DTE. The Contractor agrees to hold all such data confidential and shall not disclose data to any third party for any reason. 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 or 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 the Agreement or thereafter, reverse engineer or otherwise manipulate such data for the purpose of obtaining personally identifiable customer information.

Term

The term of this Agreement and the Contractor's involvement in the Program shall begin upon execution of this Agreement and end when the Program(s) expires or December 31, 2027, whichever is earlier. DTE may, at any time and for any reason, terminate this Participating Contractor Agreement and the Contractor's participation in the Program(s) by providing the Contractor with three days' notice.

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Participating Contractor Information

Company Name:		Tax ID#:
HVACR Licensee Name:		
HVACR License Number:		
BPI/RESNET Certification Name:		BPI/RESNET Certification 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 | ☐ Furnace Tune-Up with Combustion Analysis | ☐ Insulation |
| ☐ Heat Pump Replacement | ☐ Central Air Conditioner Diagnostic Tune-Up | ☐ Thermostat |
| ☐ Boiler Replacement | ☐ Comprehensive Energy Assessment | ☐ Geothermal |
| ☐ Boiler Tune-Up with Combustion Analysis | ☐ Air Sealing | ☐ Duct Sealing |
| ☐ Furnace Replacement | | ☐ Duct Insulation and/or Replacement |

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.

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Contractor Certifications

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

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 email or call the account advocate phone number:

Email: mydteprogram@icf.com

Phone: 855.539.1906

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

For more information about DTE's Residential Home Performance or Insulation Rebate Programs, visit dteenergy.com/saveenergy.