

# 2019 Residential Heating, Cooling, and Water Heating (HVAC) Program Terms and Conditions



## Account Holder Information

Account Holder Name:	Email Address (needed to provide rebate progress updates):	
Street Address:	Phone:	
City:	State:	ZIP:
DTE Energy Account Number:		

## Terms and Conditions

**APPLICATION:** Applications are only valid for qualifying installations that occur on or after January 1, 2019, through December 31, 2019. The information provided on the application and any required additional documentation, including the invoice, must be filled out completely, truthfully, and accurately. DTE will not be responsible for lost documentation pertaining to this application request. Details of this program, including incentive levels, are subject to change or cancellation without prior notice. **This application with required documentation must be received within 20 days of the installation's completion or services performed.** Please call 866.796.0512 or visit [dteenergy.com/saveenergy](http://dteenergy.com/saveenergy) for the most up-to-date details.

**LIMITED FUNDS:** Funds for incentives are limited and available on a first-come, first-served basis. Incentive amounts are subject to change. DTE reserves the right to not pay this incentive if funds are not available at the time of application approval, or if the application and all required additional information are not filled out completely and accurately.

**ELIGIBILITY:** This offer is valid for DTE residential customers applying through the DTE Residential HVAC Program only. Customers applying for a rebate must receive natural gas and/or electric distribution service from DTE. This offer is not valid for new construction homes or commercial properties. Equipment must be installed or serviced in the DTE service territory. Customer's account must currently be in good standing. DTE customers are permitted one tune-up rebate per air conditioner every five years, or one rebate per furnace or boiler every two years. Rebates cannot exceed the value of the product purchased.

**APPROVAL, VERIFICATION, AND INSPECTION:** Prior to any payment of incentives, DTE reserves the right to verify sales transactions. Customer's contractor will verify that the installed energy-saving measures meet all applicable building codes; zoning laws; local, state, and federal requirements; and other relevant requirements. Contractor is responsible for any applicable permits as required by aforementioned codes/laws. Outdoor temperatures may affect this verification process. Customer's home may also be selected for a quality control post-installation inspection by DTE. No warranty is implied by this inspection.

**PROOF OF PURCHASE AND SUPPORTING DOCUMENTATION REQUIREMENTS:** A contractor's invoice itemizing the purchased equipment must accompany each DTE Energy HVAC Rebate Application Form. The copy of the paid-in-full invoice must indicate the equipment type, make, model, serial numbers (coil and condenser model/serial numbers listed separately), date of purchase, and permit number. Applications for tune-up services must include the furnace or boiler tune-up report and a copy of the permit application, along with the contractor's invoice.

**PAYMENT:** Please allow up to eight weeks for payment. Payment processing may take longer if information is missing on the application.

**TAX LIABILITY:** DTE will not be responsible for any tax liability that may be imposed on the customer as a result of the payment of incentives. Please contact your tax adviser for more information.

**NO ENDORSEMENT:** DTE does not endorse any particular manufacturer, product, system design, claim, or contractor in promoting this program.

**PRIVACY:** Customer acknowledges and agrees that DTE and its contractors will have customer data that may include, but is not limited to, customer name, address, account number, services provided, and energy usage. DTE shall collect, store, manage, and share this information in a manner that is compliant with all applicable regulations and laws, including, but not limited to, DTE Energy tariffs C-14 (for electric) and C-12 (for gas) issued by the Michigan Public Service Commission in accord with Case No. 17102.

**RELEASE/INDEMNIFICATION:** Payment of incentives under the program and/or evaluation of applications for incentives shall not deem DTE or any of its affiliates, employees, or agents ("DTE Parties") to be responsible for any work completed in connection herewith. Applicant fully releases DTE Parties from any and all claims it may have against DTE Parties in connection with this application, the incentives, or the work performed in connection with them. In addition, applicant agrees to defend, indemnify, and hold DTE Parties harmless from and against any and all claims, losses, demands, or lawsuits by any third parties arising in connection with this application, the payment or non-payment of incentives, or any work performed in connection with them.

**LIMITATION OF LIABILITY:** DTE's total liability is limited to the amount of the incentive payment specified in this application. **IN NO EVENT WILL DTE BE LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PARTICIPATION IN THIS PROGRAM.**

**DISCLAIMER:** NEITHER DTE NOR ANY OF ITS AFFILIATES GUARANTEES THE ENERGY SAVINGS OR MAKES ANY WARRANTIES ASSOCIATED WITH THE MEASURES ELIGIBLE FOR INCENTIVES UNDER THIS PROGRAM. DTE HAS NO OBLIGATIONS REGARDING, AND DOES NOT ENDORSE OR GUARANTEE, ANY CLAIMS, PROMISES, WORK, OR EQUIPMENT MADE, PERFORMED, OR FURNISHED BY ANY CONTRACTOR OR EQUIPMENT VENDOR THAT SELLS OR INSTALLS ANY ENERGY EFFICIENCY MEASURES. DTE MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATIONS, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE HVAC EQUIPMENT PROVIDED BY A MANUFACTURER OR VENDOR. CONTACT YOUR CONTRACTOR FOR DETAILS REGARDING EQUIPMENT PERFORMANCE AND WARRANTIES. DTE HAS NO OBLIGATION TO MAKE ANY INCENTIVE PAYMENTS DESCRIBED HEREIN UNLESS CERTAIN MINIMUM REQUIREMENTS OF THE PROGRAM HAVE BEEN MET AND FUNDS ALLOCATED FOR SUCH INCENTIVES ARE AVAILABLE FOR DISTRIBUTION.

**PROPERTY RIGHTS:** Customer represents that customer has the right to complete and/or install the energy-saving measures on the property on which those measures are completed and/or installed and that any necessary landlord's consent has been obtained.

**CUSTOMER'S CERTIFICATION:** Customer certifies that he/she has purchased, installed, and/or serviced the equipment listed on the contractor's invoice at the defined location. Customer agrees that all information is true and that he/she has conformed to all program and equipment requirements listed.

## Signatures (required)

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ABOVE AND CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE. I CERTIFY THAT THE INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT AND THE PRODUCT(S) AND/OR EQUIPMENT FOR WHICH I AM REQUESTING A REBATE MEETS THE REQUIREMENTS IN THIS APPLICATION.	
Account Holder or Representative:	Contractor Signature:
Relationship to Account Holder:	Date:

Please complete and sign a copy of this form. A copy of the contractor's paid-in-full invoice indicating the equipment type, make, model, serial numbers, and date of purchase must be provided. For tune-up services, this form, along with the contractor's invoice and a copy of a completed furnace or boiler tune-up report, must be provided. All supporting documentation will be submitted by the participating contractor.