

2023 Residential  
Multifamily Program  
Participating Contractor  
Agreement



**DTE**

## 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 Multifamily Program offers financial incentives for the installation of qualifying energy-efficient equipment and measures in eligible properties. Properties pursuing these financial incentives must work with a Program-enrolled contractor.

Contractors who participate in the DTE Multifamily Program ("Program") must sign this Participation Agreement.

This Participation Agreement is between the contractor listed below ("Contractor"), DTE's implementation contractor, Walker-Miller Energy Services, and its subcontractors and defines the terms under which the Contractor agrees to participate in the Multifamily Program per the published Program Guidelines ("Guidelines"). Under the terms of this Agreement, the parties mutually agree to the following:

### **DTE will provide the Contractor:**

- Information sessions on Multifamily Program procedures, requirements, and qualifying equipment specifications

### **The Contractor agrees to:**

- Be enrolled 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 profile (company name, contact information, certified services).
  2. Participation in a Multifamily Program training session.
- Follow all instructions outlined in this Agreement and adhere to the published Guidelines
- Hold and maintain required valid and current HVAC licenses (HVAC Contractors Only), BPI Certification (Insulation and Air Sealing Contractors only), and industry-standard insurance coverage(s) while participating in the Multifamily Program
- For insulation and air sealing Contractors only, comply with all applicable Building Performance Institute (BPI) standards while performing any activities connected to the Program, such as installations of measures and diagnostic tests
- Provide a Manual J and Manual S for any heat pump installations
- Keep all contact information (address, phone, email, license number, and tax ID) current with the Multifamily Program
- Install equipment 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
- Provide permit numbers, as appropriate, upon request
- Submit all required information, including (but not limited to) comprehensive quote of Program-requested equipment installation, itemized invoice(s), and manufacturers' specification sheets
- Refrain from using Multifamily Program promotional materials (including DTE logo) without the express written consent of DTE Energy
- Participate in random QA/QC site 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.
- DTE is not responsible for, and makes no guarantees on, the quality of the Contractor's work or products
- 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 Multifamily 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 Multifamily 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 Multifamily Program.
- DTE may, at any time, in its sole discretion, terminate the Contractor's participation in the Multifamily 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 Multifamily Program training and are committed to actively promoting the Multifamily Program and assisting customers as needed with completing the incentive form and receiving incentives from premium direct install applications

### Participating Contractor Information

Company Name:		Tax ID#:	
Licensee Name (HVAC Contractor Only):			
License Number (HVAC Contractor Only):			
BPI/RESNET Certificate License Name (Insulation/Air Sealing Contractor Only):		BPI/RESNET Certificate License Number (Insulation/Air Sealing Contractor Only):	
Street Address:			Apt/Ste:
City:		State:	ZIP:
Mailing Address (if different):			Apt/Ste:
City:		State:	ZIP:
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

Service Area:
<p>Check ONLY those services your company performs.</p> <p> <input type="checkbox"/> Heat Pump                                      <input type="checkbox"/> Building Envelope Air Sealing                                      <input type="checkbox"/> Attic Insulation                                      <input type="checkbox"/> Wall Insulation             </p>
<p>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.</p>

### Contractor Certifications

<input type="checkbox"/> NATE (North American Technician Excellence)	<input type="checkbox"/> NCI (National Comfort Institute)	<input type="checkbox"/> Comfort Institute
<input type="checkbox"/> ACCA (Air Conditioning Contractors of America)	<input type="checkbox"/> BBB (Better Business Bureau)	<input type="checkbox"/> ENERGY STAR®
<input type="checkbox"/> BPI (Building Performance Institute)	<input type="checkbox"/> RESNET (Residential Energy Services Network)	<input type="checkbox"/> Other: _____



### 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, its implementation contractor, and/or their subcontractor 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 to [dtemultifamily@michiganeficiency.com](mailto:dtemultifamily@michiganeficiency.com)

For more information about the DTE Multifamily Program, visit [dteenergy.com/multifamily](http://dteenergy.com/multifamily)

