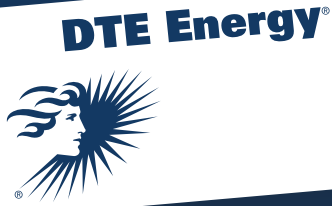


YOUR ENERGY SAVINGS



2011 Residential HVAC Terms and Conditions

Customer Information

Customer Name:	Email Address:	
Street Address:	Phone:	
City:	State:	Zip:
MichCon Account Number:	DTE Energy Account Number:	

Terms and Conditions

APPLICATION: Applications are only valid for qualifying installations that occur on or after January 1, 2011 through December 31, 2011. The information provided on the application and any required additional documentation, including the invoice, must be filled out completely, truthfully and accurately. Customers are advised to retain a copy of your application and any accompanying documentation submitted to DTE Energy under this program. DTE Energy 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 30 days of the installation's completion.** Please call 1-866-796-0512 or visit YourEnergySavings.com 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 valid through December 31, 2011. DTE Energy reserves the right to not pay this incentive if funds are not available at the time of application approval, or if the form and all required additional information are not filled out completely and accurately.

ELIGIBILITY: This offer is valid for DTE Energy residential customers applying through the DTE Energy Residential HVAC Program only. Customers applying for a Gas Furnace must receive gas distribution service from MichCon. This offer is not valid for new construction homes or commercial properties. Equipment must be installed in the DTE Energy service territory. Customer's account must currently be in good standing.

APPROVAL, VERIFICATION AND INSPECTION: Prior to any payment of incentives, DTE Energy 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 code/law. Outdoor temperatures may affect this verification process. Customer's home may also be selected for a quality control post-installation inspection by DTE Energy. 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 invoice copy must indicate the equipment type, make, model, serial numbers (coil and condenser model/serial numbers listed separately), date of purchase, and permit number.

PAYMENT: Please allow up to 8 weeks for payment. Payment processing may take longer if information is missing on the application. Please visit YourEnergySavings.com if you have any questions about your incentive.

TAX LIABILITY: DTE Energy 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 advisor for more information.

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

INFORMATION RELEASE: Customer agrees that DTE Energy may include customer's name, address, DTE Energy account number, DTE Energy services and resulting energy savings ("Information") in a database hosted by a contractor of DTE Energy and such Information may be included in reports or other documentation submitted to DTE Energy, and/or the Michigan Public Service Commission ("Reports"). DTE Energy will treat such Information as confidential and the Information in the Reports shall only be in the aggregate.

RELEASE/INDEMNIFICATION: Payment of incentives under the Program and/or evaluation of applications for incentives shall not deem DTE Energy 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 Energy's total liability is limited to the amount of the incentive payment specified in this application. IN NO EVENT WILL DTE ENERGY 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 ENERGY NOR ANY OF ITS AFFILIATES GUARANTEES THE ENERGY SAVINGS OR MAKES ANY WARRANTIES ASSOCIATED WITH THE MEASURES ELIGIBLE FOR INCENTIVES UNDER THIS PROGRAM. DTE ENERGY 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 ENERGY 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 ENERGY HAS NO OBLIGATION TO MAKE ANY INCENTIVE 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 and installed the equipment listed on the other side of this application 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:	Date:

Incomplete applications will not be accepted for payment. Please upload a completed and signed copy of this form, along with a copy of the contractor's invoice indicating the equipment type, make, model, serial numbers, and date of purchase.