



Residential Smart Charger Support Agreement

Definitions

EVSE: Electric vehicle supply equipment used for charging EVs (i.e., "charging station")

Network Provider: Provides charging station hardware, software, and support services under a separate purchase order agreement with applicant to enable the operation of an EVSE fueling service

Applicant Eligibility Requirements

To be eligible for the Residential Smart Charger Support rebate, applicant must meet the following requirements:

1. Be a customer of DTE Electric that is current on payments, in good standing, and have an active residential electric service account at the property location;
2. Have purchased or leased a new or used plug-in electric vehicle (EV) that is registered with the Michigan Secretary of State at the address corresponding to the DTE Electric service account;
3. Have installed a new, qualified Level 2 charging station with a corresponding qualified Network Provider after May 2nd, 2019; and
4. Currently take service from DTE Electric on a year-round time-of-use (TOU) rate (e.g., whole-home TOU rate (D1.2), dynamic peak pricing rate (D1.8), or EV-only TOU rate (D1.9)) and will remain enrolled in the selected TOU rate for at least twelve months.

Terms & Conditions

By submitting an application for the Residential Smart Charger Support rebate, the applicant agrees to the following Terms & Conditions:

1. Applicant understands the program applicant Eligibility Requirements, agrees to provide all required documents¹ in the application process, and warrants that the information submitted is true, complete, and accurate;
2. Applicant commits to enroll in future demand response programs² offered by DTE Electric, with an option to override the signal at a higher rate through an advanced notice if desired to do so;
3. Applicant authorizes the Network Provider to share the charging station utilization data with DTE Electric, which will not include any personally identifiable information;
4. Any information provided in the application or collected by DTE Electric regarding the **applicant's participation** in the Charging Forward program may be used internally by DTE and may be made available on an aggregated, non-personally

¹ Required documentation includes a copy of the sales or lease contract (with date visible) and a copy of vehicle registration (with address matching DTE Electric account number on application)

² Demand response would either be load curtailment (charging at a lower power level) or interruption (no charging) during hours established by DTE

- identifiable basis to the Michigan Public Service Commission and other third parties as deemed appropriate by DTE Electric and consistent with its data privacy rules;
5. All home electrical upgrade work must be performed by a licensed electrician and all necessary permits must be obtained;
 6. While occupying the residence, charging equipment must be maintained and in good working order **at the applicant's expense**;
 7. Any decisions regarding the selection, design, purchase/lease, use, and operation of any program qualified Level 2 EVSE and the electric contractor performing the work shall be at the sole discretion and are the sole responsibility of the applicant;
 8. Applicant agrees to participate in DTE Electric **surveys related to applicant's** experience with the rebate, TOU enrollment, driving an EV, etc.;
 9. Upon receipt of all necessary documentation and validation of compliance, DTE Electric will provide a rebate of \$500 to the applicant in the form of a check;
 10. The rebate amount and availability is subject to change at any time. DTE Electric reserves the right to recoup the rebate amount on a prorated basis if any of the Terms & Conditions are not met;
 11. Applicant is responsible for paying all tax liability imposed as a result of receiving the rebate;
 12. DTE Electric does not guarantee energy or bill savings as a result of this rebate, and **applicant's** energy bill may increase as a result of using the EVSE;
 13. If the applicant decides to remove the Level 2 charger, the applicant understands and agrees to properly remove and dispose of or recycle or de-energize the charging station in accordance with all applicable laws and regulations at the **applicant's** sole expense; and
 14. DTE Electric makes no representations or warranties regarding whether the applicant will or will not qualify to receive the rebate.

Release & Indemnification

Applicant agrees to release, indemnify and hold harmless DTE, affiliates, and its and their respective officers, directors, shareholders, employees, and contractors from and against any and all causes of action, damages, losses, claims, expenses, demands, costs (including **attorneys' fees and expenses and all court, arbitration or other dispute resolution costs**), or any of them, resulting from, arising out of, or in any way connected with the Residential Smart Charger Support rebate, the work performed in connection with the Level 2 charging station, the operation and use of the charging stations, **applicant's receipt of the rebate, failure to receive the rebate, any taxes associated therewith, or applicant's vehicle registration or registration status.**

Signature

By signing and uploading the Residential Smart Charger Support Agreement to the PowerClerk website, the Applicant is agreeing to all of the above Terms & Conditions.

Name: _____

Signature: _____

Date: _____