
HOME ENERGY PLAN

TERMS & CONDITIONS

Eligible homeowners who complete verifiable energy efficiency upgrades (“Upgrades”) to their residences in accordance with these terms and conditions (the “Terms”) are eligible to receive rebates under the Home Energy Plan program (the “Program”). The eligible participating homeowner (the “Participant”) must review and agree to the following Terms for the Program.

These Terms, including rebate amounts, applicable to the Participant will be those offered at the time after the Participant installs the eligible products, or completes an eligible service, and once they have agreed to these Terms.

DEFINITIONS:

The following terms have the following meanings in the Terms:

“**Common Upgrades**” refers to specific retrofit measures of the participating residence completed by a Participating Contractor and submitted to the Program by the Participating Contractor. These measures include: Drain Water Heat Recovery, Furnaces and Boilers, Heat Recovery Ventilators, Insulation, Windows and Tankless Water Heaters. These measures do not require a Post-Evaluation to be eligible for rebates;

“**Custom Upgrades**” refers to retrofit measures which can be modelled by an Energy Advisor as part of a Post-Evaluation and are completed by a contractor of the Participant’s choice or by the Participant themselves. A Post-Evaluation at the expense of the Participant is required after the Custom Upgrade is completed;

“**EEA**” means Energy Efficiency Alberta;

“**Energy Advisor**” means an individual who works as an employee or contract relationship to a Service Organization and is licensed to perform version 15 EnerGuide Home Energy Evaluations for existing homes within Alberta and must adhere to compliance standards defined by NRCan in delivery of their services;

“**Municipal Partner**” means a municipality who has entered into a contract with EEA to offer additional rebates associated to the Program;

“**Participating Contractor**” means all personnel involved in the installation of Common Upgrades and the submission of rebate applications on behalf of program Participants.

“**Post-Evaluation**” means a post-retrofit version 15 EnerGuide Home Energy Evaluation performed by an Energy Advisor conducted after Custom Upgrades have been completed. The Post-Evaluation is used to determine the energy savings attributed to the Custom Upgrades. The energy savings calculated are used to determine the rebate amount;

“**Pre-Evaluation**” means a home energy audit – also known as a version 15 EnerGuide Home Energy Evaluation performed by an Energy Advisor;

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“Program Implementer” means Summerhill;

“Program Rebate Rate” means the dollar per gigajoule rate that is multiplied by the total gigajoule savings of the Common or Custom Upgrade to determine the overall rebate;

“Service Organization” is an independent organization licensed by Natural Resources Canada (NRCan) to use the nationally-recognized EnerGuide Rating System (version 15 specifically) for existing homes;

1) ELIGIBILITY REQUIREMENTS

All Participants must satisfy the following General Eligibility Requirements, in addition to the applicable Product Specific Eligibility Requirements, detailed in Section 2 and Section 4, to be eligible for rebates under the Program.

A) GENERAL ELIGIBILITY REQUIREMENTS

- i. The Participant must have a version 15, existing home, EnerGuide energy evaluation (“Pre-Evaluation”) performed on the structure to be upgraded (the “Residence”) by an Energy Advisor (“EA”) working with a Natural Resources Canada (“NRCan”) licensed Service Organization (“SO”) that has signed an SO Participation Agreement with the Program, and is listed on the Program website (www.energycanada.ca/homeenergyplan) as a participating SO prior to starting Upgrades to participate in the Program;
- ii. The Participant’s Pre-Evaluation must be registered with the Program;
- iii. The Residence must be one of the following types of single-family homes located in Alberta, Canada:
 - a. Single family detached home;
 - b. Single family semi-detached home (i.e. duplex);
 - c. Side-by-side duplex row home (i.e. townhome);
 - d. Homes with two or less units that share a common passageway; or
 - e. Mobile/modular homes on a permanent foundation with a permanent water supply and intended as a residence.
- iv. The Residence must have all interior and exterior finishes in place prior to entering the Program and have a functioning automated heating system;
- v. The Participant must be the owner of the Residence and be an individual over the age of 18, or a corporation;
- vi. The Residence must be the Participant’s primary residence, the primary residence of a tenant where the Upgrades will be completed, or must otherwise be used for residential purposes such as in the case of a community owned, band owned, or corporately owned Residence;
- vii. The Residence must be an occupied single-family home, serviced by natural gas and/or electricity with independent utility accounts;
- viii. For Common Upgrades, Participants must choose a Participating Contractor found on the EEA website (www.energycanada.ca), or through the Program website (www.homeenergyplan.ca);

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- ix. For Custom Upgrades, a Participant may elect to complete the Upgrades with a contractor of their choice or complete the Upgrade themselves, but they will be required to have a Post-Evaluation performed at the Participant's expense.
- x. The Participant will be required to sign the Customer Release Form/s that the Participating Contractor, and/or EA and/or an air sealing contractor ("Air Sealer") will provide to the Participant. The Customer Release Form/s gives permission to the Participating Contractor, EA, to submit an application to the Program on the Participant's behalf, and send the Participant's relevant information to EEA, the Program Implementer, its agents, and Municipal Partners for the purpose of processing eligible rebates;
- xi. The Participant is responsible for complying with all applicable laws, regulations, and bylaws regarding permits, code compliance, restrictions and inspections in relation to any Common or Custom Upgrade, completed as part of this Program and for ensuring that appropriate products and installation techniques are used that do not compromise the Residence's structure, indoor air quality, and safety;
- xii. The eligible Common or Custom Upgrade rebate amount cannot exceed 60% of the total installed cost of the Upgrades as indicated on the invoices or product receipts, before GST, or 100% of the total potential energy savings of the Upgrade as established by the Program during the Pre-Evaluation.
- xiii. If the Participant completes Common Upgrades, rebate applications for eligible Upgrades must be submitted within three (3) months of project completion by the Participating Contractor to the Program accompanied with all supporting photos, invoices and other relevant documents as required through the Participating Contractor's obligations to the Program, defined in the Contractor Participation Agreement;
- xiv. If a Participant completes Custom Upgrades, a Post-Evaluation is required to determine energy savings and receive rebates. Applications for eligible Upgrades must be submitted by the EA within two weeks of the Post-Evaluation and confirmed and completed by the Participant within three (3) months of the Post-Evaluation completion by the EA;
- xv. EEA, the Program Implementer, and their agents reserve the right to visit and inspect the Residence listed on the rebate application until six (6) months after the submission of the rebate application. Any quality assurance visits will be scheduled at a time that is convenient for the Participant. Results from such inspections are solely for the purpose of quality assurance for the Program and will not be shared with Participants;
- xvi. The submission of a Common Upgrade by the Participating Contractor in no way binds EEA or the Program Implementer to grant or pay rebates where these Terms have not been met, or where information in a rebate application is determined by the Program Implementer to be inaccurate or incorrect;
- xvii. Participating Contractors are not in any way endorsed or certified by EEA or the Program Implementer, and any and all damage done through a Participating Contractor must be remedied with the Participating Contractor directly.
- xviii. All eligible Common or Custom Upgrades must be completed, and rebate applications must be submitted within eighteen (18) months of completing the Pre-Evaluation. Rebate applications

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for Common or Custom Upgrades submitted three (3) months post Program termination will still be accepted provided that proof is submitted that the Upgrade product or service was purchased prior to the date of program termination. An itemized invoice indicating the date of purchase must be submitted to the Program.

B) GENERAL INELIGIBILITY LIMITATIONS

The following Residences and Upgrades are considered to be ineligible for the Program.

- i. Homes under construction, unoccupied homes, summer homes or cottages;
- ii. Multi-residential buildings such as high-rise condominiums, apartment buildings or other multi-unit residential buildings;
- iii. Garages (heated or unheated), workshops, enclosed porches, verandas, sunrooms and outbuildings;
- iv. New construction homes as defined by NRCan standards, or work associated with new additions to an existing Residence; and
- v. Upgrades already in progress prior to having the Pre-Evaluation completed, upgrades already complete prior to the completion of the Pre-Evaluation, and such similar circumstances where the condition of the home prior to changes being made cannot be confirmed.

2) PRODUCT SPECIFIC ELIGIBILITY REQUIREMENTS FOR COMMON UPGRADES

The following eligibility requirements apply if the Participant is completing a Common Upgrade (those which do not require a Post-Evaluation) that is being submitted by a Participating Contractor. Common Upgrade applications must be submitted by a Participating Contractor; Participants and contractors not registered with the Program are not able to submit Common Upgrade rebate applications.

A) TO BE ELIGIBLE FOR REBATES FOR INSULATION FOLLOWING REQUIREMENT MUST BE MET:

- i. Any and all materials used for any insulation Upgrade at the Residence must be new, purchased in Canada, and must have a verifiable R-value, as evaluated by the Canadian Construction Materials Centre ("CCMC") or equivalent;

B) TO BE ELIGIBLE FOR REBATES FOR WINDOW REPLACEMENT THE FOLLOWING REQUIREMENT MUST BE MET:

- i. Complete window units submitted for a window rebate must be new, purchased in Canada, and must be identifiable as an ENERGY STAR, triple-pane, low-E, argon window and listed as such on the ENERGY STAR product list for windows maintained by NRCan and have a verifiable U-value;

C) TO BE ELIGIBLE FOR REBATES FOR TANKLESS HOT WATER HEATING THE FOLLOWING REQUIREMENT MUST BE MET:

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- i. Device Upgrades submitted for a Tankless Hot Water Heating (“Tankless”) rebate must be new, purchased in Canada, carry the ENERGY STAR designation as a “gas, tankless” category device, and must have a verifiable Uniform Energy Factor (“UEF”) or Energy Factor (“EF”);

D) TO BE ELIGIBLE FOR REBATES FOR DRAIN WATER HEAT RECOVERY THE FOLLOWING REQUIREMENT MUST BE MET:

- i. Devices submitted for a Drain Water Heat Recovery (“DWHR”) rebate must be new, purchased in Canada, satisfy CSA B55.1 and CSA B55.2 and a listed device within NRCAN’s HOT2000 energy modeling software;

E) TO BE ELIGIBLE FOR REBATES FOR AN UPGRADED HOME HEATING SYSTEM REBATE THE FOLLOWING REQUIREMENT MUST BE MET:

- i. Devices submitted for a home heating system rebate must be new, purchased in Canada, have a rated AFUE greater than 95% for residential gas, forced air furnaces (“furnace”), and greater than 90% for residential gas boilers as rated by EnerGuide and carry the ENERGY STAR designation or listed as such by the United States Environmental Protection Agency (“EPA”);

F) TO BE ELIGIBLE FOR REBATES FOR A HEAT RECOVERY VENTILATOR (“HRV”) OR ENERGY RECOVERY VENTILATOR (“ERV”) THE FOLLOWING REQUIREMENT MUST BE MET:

- i. The Participant’s Residence must have an air changes per hour at 50 Pascals of pressure difference (“AIR@50P”) of less than 3.57 to be eligible for a three-hundred-fifty-dollar (\$350) rebate when installing a new HVI Certified HRV/ERV. There is no rebate for the replacement of an existing HRV/ERV;

3) PRODUCT SPECIFIC ENERGY SAVINGS AND REBATE CALCULATIONS FOR COMMON UPGRADES

A) INSULATION

- i. Rebates are calculated by multiplying the Program Rebate Rate, including any eligible Municipal Partner rebates, by the energy savings estimated based on the net increase in R-value over a given area from before the Upgrade began to its completion, the home component upgraded, and the surface area of the Upgrade. The Program will consider the insulation profile provided by the Pre-Evaluation and the change in R-value over a given area submitted by a Participating Contractor; and
- ii. Energy savings will be determined based upon the information and calculations set forth in the rebate calculator utilized by the Program. In determining the amount of any rebate, the applicable R-value listed by the CCMC at the time of rebate calculation shall be used. Any rebates, if paid, will be paid to the Participant, by way of cheque made payable in Canadian dollars that is mailed to the Participant.

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B) WINDOWS

- i. Rebates are calculated by multiplying the Program Rebate Rate, including any eligible Municipal Partner rebates, by the energy savings estimated based on the net decrease in U-value for a window of a specific size from before the Upgrade began to its completion. The U-value of the original window is estimated based on the framing material and number of panes of the original window as outlined in the Pre-Evaluation and the U-value of the new window is provided by the Participating Contractor through their application submission requirements; and
- ii. Energy savings will be determined based upon the information and calculations set forth in the rebate calculator utilized by the Program. In determining the amount of any rebates, the applicable U-value will be confirmed against the list of ENERGY STAR windows maintained by NRCan. Any rebates, if paid, will be paid to the Participant, by way of cheque made payable in Canadian dollars that is mailed to the Participant;

C) TANKLESS WATER HEATING

- i. Rebates are calculated by multiplying the Program Rebate Rate, including any eligible Municipal Partner rebates, by the energy savings estimated based on the net increase in UEF/EF for a water heating appliance used under standard operating conditions as defined by NRCan. The Program will consider the hot water heating profile provided by the Pre-Evaluation and the change in UEF/EF based on the new make, model, and serial number provided through the submission of the Upgrade by the Participating Contractor; and
- ii. Energy savings will be determined based upon the information and calculations set forth in the Rebate Calculator utilized by the Program. In determining the amount of any rebates, the applicable UEF/EF listed by the United States Environmental Protection Agency (“EPA”) on their list of ENERGY STAR, gas tankless, water heating devices at the time of rebate calculation shall be used. Any rebates, if paid, will be paid to the Participant, by way of cheque made payable in Canadian dollars that is mailed to the Participant.

D) DRAIN WATER HEAT RECOVERY

- i. Rebates are calculated by multiplying the Program Rebate Rate, including any eligible Municipal Partner rebates, by the energy savings estimated based on the heat recovery rate of the specific device installed, the number of showers feeding the device and their flow rate and, standard operating conditions as defined by NRCan. The Program will consider the presence of a DWHR system provided by the Pre-Evaluation and the heat recovery rate of the model number of the device provided to the Program through submission of the Upgrade rebate application by the Participating Contractor; and
- ii. Energy savings will be determined based upon the information and calculations set forth in the rebate calculator utilized by the Program. In determining the amount of any rebates, the applicable heat recovery rate listed by NRCan’s HOT2000 software at the time of rebate calculation shall be used. Any rebates, if paid, will be paid to the Participant, by way of cheque made payable in Canadian dollars that is mailed to the Participant.

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E) HOME HEATING SYSTEM

- i. Rebates will be calculated by multiplying the Program Rebate Rate by the net energy savings of the upgrade or by applying the posted minimum rebate, whichever is higher. The net energy savings are calculated based on the rated efficiency of the furnace or boiler above the eligibility rating (furnace rebates are based on energy savings above the 95% AFUE baseline and boiler rebates are based on energy savings above the 90% AFUE for boilers) with a consideration for the heated volume and air tightness of the home provided by the Pre-Evaluation, considering the standard operating conditions of the home as defined by NRCan. The Program will consider the existing heating equipment of the home provided by the Pre-Evaluation, the measure eligibility efficiency, and the AFUE of the new device based on the make, model, and serial number provided through the submission of the Upgrade rebate application by the Participating Contractor;
- ii. Additional rebates offered by Municipal Partners will be added in addition to either the minimum rebate or Program Rebate Rate; and
- iii. Energy savings will be determined based on the information and calculators set forth in the rebate calculator utilized by the Program. In determining the amount of any rebates, the estimated energy savings from the eligibility criteria to the rated AFUE of the installed device as confirmed against of list of devices provided by ENERGY STAR at the time of rebate calculation shall be used. Any rebates, if paid will be paid to the Participant, by way of cheque made payable in Canadian dollars that is mailed to the Participant.

F) HEAT RECOVERY VENTILATOR (HRV) AND ENERGY RECOVERY VENTILATOR (ERV)

- i. Devices submitted for HRV/ERV rebates must be new, purchased in Canada, carry a certification by the Home Ventilation Institute (“HVI”), and be installed and balanced by a licensed Heating, Refrigeration and Air Conditioning Institute of Canada (hereinafter “HRAI”) technician; and
- ii. The presence of an HRV/ERV will be known based on information provided by the Pre-Evaluation, and a Participating Contractor will submit an Upgrade rebate application to the Program including the make, model and mechanical ventilation form for consideration. Any rebate, if paid, will be paid to the Participant by way of cheque made payable in Canadian dollars that is mailed to the Participant.

4) SPECIFIC ELIGIBILITY REQUIREMENTS FOR CUSTOM UPGRADES

The following eligibility requirements apply if the Participant is completing Custom Upgrades (requires a Post-Evaluation). The Participant is required to submit the rebate application for Custom Upgrades.

A) TO BE ELIGIBLE FOR ALL CUSTOM UPGRADES THE FOLLOWING REQUIREMENTS MUST BE MET:

- i. The Participant must purchase and complete a Post-Evaluation to determine the improved energy performance of the Residence once Upgrades have been completed; the Post-

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Evaluation (including blower door test) must be completed and submitted to NRCan by the licensed EA (or their SO) who is registered with the Program

- ii. By submitting a Custom Upgrade application, the Participant will be required to provide to the Program some or all of the following documents supporting proof of work:
 - a. Invoices and receipts for all products and services purchased in support of the energy savings;
 - b. Photos of the installed products and a photo of its placard with model number and serial number if applicable; and
 - c. Certificates indicating device performance may be required for geothermal heat pump installations, air source heat pump installations, integrated mechanical systems, and solar domestic hot water heating.
- iii. EEA, the Program Implementer and their agents reserve the right to visit and inspect the Residence at an agreed upon time from after the rebate application submission until six (6) months after the completion and submission of the Post-Evaluation, to confirm the scope of submitted Upgrades and the accuracy of the modeled changes to the home contained within the Post-Evaluation. Any quality assurance visits will be scheduled at a time that is convenient for the Participant;

5) PRODUCT SPECIFIC ENERGY SAVINGS AND REBATE CALCULATIONS FOR CUSTOM UPGRADES

Rebates for Custom Upgrades are calculated by comparing the rated energy consumption from the Pre-Evaluation to the rated energy consumption in the Post-Evaluation. The difference in energy savings between the two evaluations is considered against the following items to determine the net eligible energy savings, which will be multiplied by the Program Rebate Rate, including any eligible Municipal Partner rebates, to determine the rebates:

- i. Energy savings attributable to previously rebated Common Upgrades will be deducted from the net eligible energy savings;
- ii. If a home heating system has been upgraded, the energy savings which would have been deducted to the minimum rebate level for this measure will be deducted from the net eligible energy savings (the home heating system rebates are based on net energy savings above the 95% AFUE baseline for furnace heated homes, or the 90% AFUE baseline for boiler heated homes);
- iii. Rebates will not be applied to on-site renewable generation that has been installed;
- iv. Identified energy savings not supported by the required proof of work will not be rebated;
- v. Identified energy savings attributed to lighting upgrades will not be rebated.
- vi. Any rebates, if paid, will be paid to the Participant, by way of cheque made payable to the Participant in Canadian dollars that is mailed to the Participant.

6) ELIGIBILITY REQUIREMENTS FOR BONUS REBATE

An additional bonus rebate of one-thousand-dollars (\$1,000.00) is available to Participants who meet the following eligibility criteria:

- i. Complete three (3) of any of the following Common or Custom Upgrades:
 - a. Air Sealing;
 - b. Attic Insulation;
 - c. Basement Insulation;
 - d. Drain Water Heat Recovery;
 - e. Exposed floor insulation;
 - f. Main wall insulation;
 - g. Heating system;
 - h. Water heating system; and
 - i. Windows.
- ii. All three (3) of the Common or Custom Upgrades completed must result in a minimum of three (3) gigajoules of energy savings each as determined by the Program or Post-Evaluation; and
- iii. Have met all other General Eligibility Requirements, Product Specific Eligibility Requirements for Common Upgrades and Specific Eligibility Requirements for Custom Upgrades.

7) MUNICIPAL PARTNER TOP-UP REBATES

Additional rebates are available if the Residence is eligible for an additional rebate from a Municipal Partner. Municipal Partners and eligibility criteria are found in Appendix A.

8) LIMITATION OF LIABILITY

- i. EEA, the Program Implementer's, and Municipal Partner's sole liability is limited to paying the qualified rebates specified herein;
- ii. The Participant acknowledges that any Participating Contractor and/or EA is independently selected by the Participant and is not an agent, contractor or subcontractor of EEA or the Program Implementer;
- iii. EEA, the Program Implementer, and Municipal Partners do not endorse any particular Contractor, EA, manufacturer, product, supplier, or installer in relation to the Program;
- iv. EEA, the Program Implementer, and Municipal Partners, not being the designer or manufacturer of the products used in eligible Upgrades, make no representation or warranty, express or implied, as to the fitness, design, or capability of the material, product, or workmanship in the product, nor any warranty that the product will satisfy the requirements of any law, specification, or contract; and
- v. EEA, the Program Implementer, and Municipal Partners do not guarantee energy savings, of any amount(s), by participation with the installation and/or use of eligible Upgrades as part of the Program. Energy saving potentials are based on Participant behaviours, which are not monitored or regulated by the EEA, or its affiliates, and thus, outcomes of these behaviours cannot be guaranteed.

9) REBATE SUBMISSION INFORMATION

A) PRE-EVALUATION REBATE SUBMISSION

The Participant's EA will register the Residence for participation with the Program and collect the Participant's consent for doing so. The Participant is required to endorse a Customer Release Form/s at the start of the Pre-Evaluation to have a rebate applied to the Participant's invoice. The SO will receive the Pre-Evaluation rebate directly from the Program by EFT, leaving the balance of the cost of the Pre-Evaluation, and the GST on the total amount before rebates, to be paid to the EA by the Participant at the time of the Pre-Evaluation.

B) COMMON UPGRADES REBATE SUBMISSION

The Participating Contractor must submit the Common Upgrade rebate application on the Participants behalf. The Participant is required to endorse a Customer Release Form/s prior to the Participating Contractor submitting Upgrade details to the Program to receive a rebate. This submission may include required photos and documentation for all Common Upgrade rebate application submissions.

Program staff will review the rebate application submission and once approved, the Participant will be notified by email and with an alert in homeenergyplan.ca that they must confirm details of the rebate application, accept these Terms, and in doing so, provide final approval of the rebate application. For Participants without internet access, the Participant can confirm their upgrade over the phone by calling 1-844-357-5604 and Program fulfillment staff will proactively reach out to Participants without valid email addresses by phone or mail.

C) CUSTOM UPGRADES REBATE SUBMISSION

A Post-Evaluation must be completed by a registered EA and data must be submitted to NRCan. The Participant must endorse a Customer Release Form/s at the start of the Post-Evaluation to receive a rebate. The EA must register the Post-Evaluation with the Program once data has been submitted to NRCan.

Program staff will review the rebate application submission and once approved, the Participant will be notified by email and with an alert in homeenergyplan.ca that they must confirm details of the rebate application, accept these Terms, submit the required receipts, invoices, photos, and product documentation, and in doing so, provide final approval of the rebate application. For Participants without internet access, the Participant can confirm their upgrade over the phone by calling 1-844-357-5604 and Program fulfillment staff will proactively reach out to Participants without valid email addresses by phone or mail.

D) DOCUMENTATION SUBMISSION

Participants should keep the original invoice(s) provided by contractors who completed an Upgrade and all product receipts for do-it-yourself upgrades for the Participant's records and to support the rebate application submission. Any documentation submitted to the Program and/or EEA will not be returned.

10) REBATE PAYMENT

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Participants will receive rebates for Common and Custom Upgrades completed and verified through the Program. Participants will not accept more than 100% of the total project cost from any combination of funding sources. Rebates for Pre-Evaluations will be issued directly to the participating SO. Participant rebates will be issued in the form of a cheque payable in Canadian funds to the Participant named on the home profile as recorded by the EA and confirmed on homeenergyplan.ca and mailed to the mailing address stated therein. Rebate cheques must be cashed within six (6) months of issuance. **The Participant should allow six to eight (6-8) weeks for cheque delivery from the date the Participant approves the Upgrade rebate application that was submitted.**

You, the Participant, may check the status of your rebate application by logging into your profile at homeenergyplan.ca or calling the EEA call centre at 1-844-357-5604.

11) DISCLOSURE; CONSENT TO USE INFORMATION

You, the Participant, hereby consent to the collection, use, disclosure and other handling of any information provided by you and/or your EA, Participating Contractor and/or including personal information (the "Participant Information") to the Program Implementer, Municipal Partners and EEA for purposes relating to the operation, administration or assessment of the Program or these Terms and in connection with any reporting activities relating to the Program, including for purposes of reporting, follow-up surveys, studies and audits, and the provision to EEA and Municipal Partners of your past and current energy usage for such purposes, which such use will include, without limitation: (i) sharing of Participant Information among EEA or its agents and Municipal Partners; and (ii) use by EEA and its agents or Municipal Partners of the Participant Information provided by you to conduct, analyze and report on the results of the Program and surveys, and modify the Program based on such surveys. You, the Participant, consent to EEA releasing any information contained in the rebate application, or related to it, and obtained by EEA in the course of verifying or auditing the rebate application, to any other government department, agency or other public body for the purposes of verifying the rebate application, determining the Participant's eligibility for this Program, or both, as subject to the *Freedom of Information and Protection of Privacy Act* (FOIP Act). You, the Participant, hereby acknowledge that the Participant Information may be accessible to third parties, including Program partners (for a complete list of Program partners, please call EEA at 1-844-357-5604) under Alberta's FOIP Act.

You, the Participant, understand that in connection with surveys, studies and audits, EEA and its agent or Municipal Partners may contact you directly. You, the Participant, consent to EEA and its agents or Municipal Partners contacting you by email and other electronic communication for purposes of follow-up surveys, studies and audits, future conservation programs, customer satisfaction surveys, and other related purposes. You, the Participant, understand that you may withdraw this consent at any time by contacting EEA at hello@efficiencyalberta.ca, or calling the EEA call centre at 1-844-357-5604.

12) NOTICE

Any misrepresentation, failure to meet the eligibility criteria set out in Section 1 or other requirements

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set out herein or other breach of these Terms, or submission of multiple rebate claims for the same work or any other fraud will void your, the Participant's, participation in the Program and you will be required to repay any amounts received for ineligible claims issued through the Program. Through the endorsement of the Customer Release Form/s, you, the Participant, empower your EA and/or Participating Contractor to submit a rebate application on your behalf when applicable, which will be reviewed by EEA and the Program Implementer for accuracy and legitimacy. Your, the Participant's, acceptance of the rebate application through the approval process concludes the third-party relationship and binds you to these Terms.

All rebate applications are subject to review and approval by EEA and the Program Implementer. Late, non-compliant, improperly submitted or incomplete rebate applications, as determined by EEA and the Program Implementer at its sole discretion, will be rejected.

EEA reserves the right to cancel the Program at any time at its sole discretion.

13) INDEMNITY

The Participant will be solely responsible for and shall indemnify and save harmless EEA, the Program Implementer, Municipal Partners, their subsidiaries and respective employees, directors, agents, contractors, subcontractors, and representatives from any and all liability and all claims, losses, damages (including indirect or consequential damages), expenses and proceedings for personal injury (including death) or property damage of any person relating to, in connection with, resulting from, or arising out of the Program or any other matter contemplated by these Terms.

14) MEASUREMENT, VERIFICATION AND EVALUATION

EEA and the Program Implementer reserve the right to perform onsite verifications to confirm the accuracy of any Upgrade and to confirm other relevant information related to Program eligibility. You, the Participant, agree to provide reasonable access to the Residence for the purpose of Program verification for up to six (6) months following the submission of a successful rebate application. Third party evaluators will need access to any portion of the Residence that has been upgraded for rebates in or around the applicable Residence. No warranty is implied by this inspection.

Third party evaluators will be required to document and take pictures of the Residence and/or installed equipment. Before approving an application and issuing rebates, EEA and or the Program Implementer are entitled to verify information provided on the Program application, by directly contacting any party associated with the Upgrades, or by any other reasonable means. You, the Participant, must retain copies of all supporting documentation required for rebate eligibility for at least one (1) year from the date of the rebate application, including but not limited to, all contractor agreements, invoices and product receipts.

15) ENVIRONMENTAL ATTRIBUTES

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As a condition of the payment of any rebates by EEA under these Terms, the Participant agrees to convey ownership to EEA, or its successors, all environmental attributes and environmental products that are created or otherwise arise from the project that is the subject of the application in any jurisdiction, including but not limited to carbon offset credits. EEA retains the right to adjust program guidelines in accordance to amendments to the Government of Alberta's legislation, policies, or protocols surrounding greenhouse gas emissions, carbon accounting or the carbon offset system. You, the Participant, further attest that said attributes have not been claimed, sold or otherwise transferred to another party.

16) THIRD PARTY BENEFICIARIES

Except as provided in Sections 2, 5, 8 and 9, these Terms are solely for the benefit of:

- (A) The Program Implementer, and its successors and assigns, with respect to your obligations under these Terms, and
- (B) You, the Participant, and your successors with respect to the obligations of the Program Implementer under these Terms; and these Terms will not be deemed to confer upon or give to any other person any claim or other right or remedy.

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APPENDIX A:

MUNICIPAL PARTNER TERMS AND CONDITIONS

1. CITY OF EDMONTON

Definitions

The City of Edmonton adopts the following definitions:

1. “Upgrades”
2. “Participant”
3. “Pre-evaluation”
4. “Residence”

from Energy Efficiency Alberta’s Home Energy Plan program (“**EEA HEP Program**”) Terms and Conditions.

Eligibility

In order to be eligible for the City of Edmonton Home Energy Plan program (“**COE HEP Program**”) the Participant must meet the eligibility requirements under the EEA HEP Program. Additionally, the Residence must be located within the City of Edmonton’s city limits. Residences which previously qualified for a Pre-evaluation rebate under the Edmonton EnerGuide for Homes program or the Change Homes for Climate program are not eligible for a Pre-evaluation rebate under the COE HEP Program.

Qualification

Qualified Participants may receive an additional rebate from the City of Edmonton for eligible and verified Upgrades that qualified for a rebate under the EEA HEP Program. However, there are a limited number of rebates available, and the program may be terminated early at the City of Edmonton’s sole discretion.

Applications to the COE HEP Program must be submitted by the applicable deadline under the EEA HEP Program.

Fraudulent, incomplete or non-complying submissions will not be honored. The City of Edmonton reserves the right to interpret the rules of the COE HEP program at its sole discretion.

All decisions made by the City of Edmonton, EEA, or its agents relating to the qualification of any applications are final and binding. Retain copies of all materials submitted. These terms and conditions may be changed at any time without prior notice.

Disclosure of Information

By participating in the COE HEP Program, you, the Participant, are agreeing to disclose all the information requested on your application to the City of Edmonton, EEA and its agents retained to administer this program. The information you submit will be used to evaluate and/or process your application. Further, your, the Participant’s, EnerGuide label and data associated with your property will

HOME ENERGY PLAN

be displayed on the City of Edmonton online EnerGuide map. Please refer to the City of Edmonton's privacy policy for more information.

Limitation of Liability

The City of Edmonton's liability is limited to paying the approved eligible rebates. The City of Edmonton does not make any representations or warranties with respect to the quality, workmanship or fitness of the upgrades for its intended purpose. The Participant is responsible for obtaining all applicable licenses and approvals, and complying with all applicable laws, regulations and codes.

Indemnity

The Participant agrees to indemnify and hold harmless the City of Edmonton and its agents and employees from and against any and all losses, claims, demands, payments, suits, judgments, charges, expenses, actions, causes of action and costs (including solicitor client costs on a full indemnity basis) arising out of or in consequence of their participation in the Program or their access to or use of the EnerGuide Information. You, the Participant, agree to cooperate fully in the defense of any such claim.

Governing Law

These terms and conditions are governed by the law of the Province of Alberta and the Participant irrevocably attorns to the exclusive jurisdiction of the Courts of Alberta with respect to any and all matters arising under these terms and conditions.

Conflict

In the event there is a conflict between the EEA HEP Program terms and conditions and the COE HEP Program terms and conditions, the COE HEP Program terms and conditions will apply.

City of Edmonton Privacy Policy

Personal information is being collected by the City of Edmonton under the authority of section 33(c) of the Alberta *Freedom of Information and Protection of Privacy Act*. The information collected from your participation in the program will be collected and shared with Energy Efficiency Alberta and its agents to:

- determine your eligibility for participation in the program; and
- communicate with you to administer the program and obtain feedback to improve the program.

Further, the City of Edmonton will obtain your EnerGuide rating, EnerGuide label, and your home evaluation data, results and reports (collectively "**EnerGuide Information**"). The EnerGuide Information collected from your participation in the program will be used for statistical analysis and displayed on the City of Edmonton's EnerGuide website.

If you have any questions or concerns about the collection of your personal information, please contact the City of Edmonton at change4climate@edmonton.ca.