

Contractor Program application

For contractors in Kelowna, South Okanagan and Kootenay service areas



Company information

Business name*		Doing business as			
Mailing address	City	Province	Postal code	Business telephone number	
Principal(s) name	Primary contact name	Primary contact telephone number*		Cell phone number	
Fax number*	Email address*		Website*		
Business start date		Number of employees			

Company type

Architect
 Engineer
 Energy advisor
 Builder
 Contractor, type:
 Other:

In 50 words or less, describe the products and services your company provides including brands you carry.*

Please indicate your technical training and certificate numbers (i.e. FSR number, TQ ticket number etc.)

Type of licence	Licence number	Issued to
Description	Expiration date (Yr/Mth/Day)	

Technical training

Reference information

Industry reference name	Address	City	
Province	Postal code	Business telephone number	Nature of business relationship

Operating communities

Check the communities where you provide electrical or building performance, products and services. Please attach a copy of your business licence for EACH operating community. If ALL applicable business licences are not provided it may result in a delay in your application process. Please check off the largest centres near you:

Okanagan Region

I hold an inter-community business licence
 Kelowna
 Naramata
 Oliver
 Penticton
 Summerland
 Keremeos
 Okanagan Falls
 Osoyoos
 Princeton/Hedley

Kootenay Region

I hold an inter-community business licence
 Castlegar
 Creston
 Grand Forks
 Kaslo
 Midway
 Rossland
 Trail
 Christina Lake
 Fruitvale
 Greenwood
 Nelson
 Rock Creek
 Salmo

Products and services offered (check all that apply)*

Product/service	Residential	Commercial	Industrial	Product/service	Residential	Commercial	Industrial
Electrician	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Maintenance and upgrades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heating and cooling (electric systems)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pools and hot tubs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insulation, windows and doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water heating (electric systems)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*This information may be published on the FortisBC website

Representation and warranties

- Applicant authorizes FortisBC to conduct an investigation as and when may be considered necessary, and further authorizes any reporting agency to supply FortisBC with credit information defined by the credit reporting agency.

Optional

- I agree to receive emails from FortisBC containing news, updates, and promotions regarding FortisBC's products, services, programs and any associated business opportunities. You may withdraw your consent to receive such emails from FortisBC at any time. Please refer to our Privacy Policy or contact us for more details.

Declaration

I, the Applicant, declare that:

- All information contained in this application and all information attached is true and correct, and I will notify FortisBC immediately if there is any material change in the application or the information attached after it is approved by FortisBC.
- I have read and understand the Program terms and conditions, and if accepted into the Program, warrant that I fully qualify and will comply with such terms and conditions.
- I agree that FortisBC may use my contact information as provided on this application, together with information I have provided regarding electrical products and services offered to promote the Program, and may publish this information on FortisBC's website and provide this information to FortisBC electrical customers.
- The undersigned has the authority to bind the Applicant.

Applicant name (please print)

Signature

Position/title of Authorized Signatory

Date (Yr/Mth/Day)

Checklist - Please submit the following:

- signed application
- copy of BCSA electrical contractor licence (if applicable)
- copy of refrigeration mechanic certificate (if applicable)
- copy of business licence (for each operating community)
- proof of liability insurance (\$2,000,000 minimum)
- proof of WorkSafeBC or third-party disability coverage

Mail to:

Contractor Program
FortisBC Inc.
Suite 100, 1975 Springfield Road
Kelowna, BC, V1Y 7V7

Questions?

Call (toll-free): **1-866-436-7847**
Email: **electricrebates@fortisbc.com**

Contractor Program terms and conditions

For contractors in Kelowna, South Okanagan and Kootenay service areas



1. Overview

FortisBC Inc. ("FortisBC") has developed the Contractor Program (the "Program") to connect customers seeking energy-efficient electrical products and energy-efficiency services in their area with reliable and knowledgeable contractors.

2. Eligible participants

- 2.1. To participate in the Program, applicants must:
- be registered in good standing with the British Columbia Safety Authority, if applicable;
 - provide electrical products and services within the FortisBC electric service territory which includes Kelowna, South Okanagan and Kootenay area (including City of Penticton, District of Summerland, City of Grand Forks, and City of Nelson); and
 - have all necessary licences and registrations required by the Safety Standards Act of British Columbia (the "Act"), in order to carry on business as a contractor, as defined by that Act, and all other licences, registrations, permits and authorities as required by any legislation or governmental, municipal, regulatory or licensing authority.

3. Program process

- 3.1. Applicants to the Program must complete the Contractor Program Application (the "Application") and submit the completed Application to FortisBC, along with the following information:
- proof of registration in good standing with the British Columbia Safety Authority (if applicable);
 - a copy of refrigeration mechanic certificate (if applicable);
 - a copy of the applicant's business licence (for each operating community);
 - proof of liability insurance as per section 5.1 (vii); and
 - proof of WorkSafeBC or third party disability coverage.
- 3.2. Upon receipt of the materials set out in section 3.1, FortisBC will review the Application and supporting documentation for completion. If the Application and supporting documentation are complete, and are approved by FortisBC, in its sole discretion, the applicant will receive a letter from FortisBC advising of membership in the Program.
- 3.3. If the Application and supporting documentation are incomplete, FortisBC may contact the applicant to request additional information or supporting documentation and/or request that the applicant resubmit the Application with the necessary information/documentation.
- 3.4. FortisBC is not responsible for lost, delayed, misdirected, damaged, illegible or incomplete Applications and supporting documentation. FortisBC reserves the right to refuse Applications which it determines, in its sole discretion, are incomplete, inaccurate or otherwise do not meet Program requirements.

4. Program benefits

- 4.1. "Contractor" means an eligible contractor accepted by FortisBC into the Program.
- 4.2. "Energy-Efficiency Measures" means those energy-efficiency measures endorsed by FortisBC through FortisBC programs, as amended by FortisBC from time to time, which such energy efficient measures will be designated by FortisBC on its website and in other FortisBC communications provided to Contractors.
- 4.3. Subject to these terms and conditions and any applicable guidelines established by FortisBC, as amended from time to time, FortisBC agrees to provide to each Contractor with the following services, rights and privileges:
- reference to the Contractor in specific promotional programs related to the Program which FortisBC may from time to time undertake, and FortisBC will use reasonable efforts to advise the Contractor of the timing and particulars of such programs in advance;
 - listing of the Contractor's name and contact information in an online directory of, made available to FortisBC's customers and potential customers;
 - training and assistance to the Contractor with respect to the Program at minimal or no cost to the Contractor, which assistance may include product information and sales and management training seminars; and

- incentive programs as determined in FortisBC's sole discretion for the benefit of the Contractor.

5. Business establishment

- 5.1. By applying to the Program, the Contractor represents, warrants and covenants that it:
- has and will maintain all necessary licences and registrations required by the Act, in order to carry on its business as a contractor, as defined by that Act, and all other licences, registrations, permits and authorities as required by any legislation or governmental, municipal, regulatory or licensing authority;
 - is willing and able to perform the sale of or services related to Energy Efficient Measures;
 - if sub-contracting, will ensure that the sub-contractor abides by these terms and conditions and the work performed by the sub-contractor will meet the standards of the Program, and the Contractor, as the primary contractor, acknowledges it is responsible for the work performed by the sub-contractor and any work performed by a sub-contractor must be credited to the Contractor;
 - will be an active contractor as listed on customer directories and will not act primarily as a sub-contractor;
 - has been in business of providing Energy-Efficiency Measures for a minimum of one (1) year, or has references acceptable to FortisBC in its sole discretion, such references to be provided upon request;
 - has and will maintain a credit rating acceptable to FortisBC, including consideration of satisfactory payment to suppliers, and the Contractor hereby authorizes FortisBC to perform such investigations as are reasonably necessary to ascertain the Contractor's credit rating;
 - has and will maintain suitable public liability insurance in an amount of two million dollars (\$2,000,000) per occurrence and vehicle liability insurance in the amount of one million dollars (\$1,000,000); and
 - has and will maintain WorkSafeBC coverage or third party disability coverage.
- 5.2. In the event the Contractor is an incorporated entity, the Contractor additionally:
- covenants that it will, upon request, provide FortisBC with the names and addresses of its principal shareholders, directors and officers and promptly notify FortisBC of any change thereof; and
 - acknowledges that FortisBC may require the principal shareholders of the Contractor to consent to a credit check, and may suspend or remove the Contractor from the Program if such shareholders do not have or maintain a credit rating acceptable to FortisBC.

6. Conduct of business

- 6.1. By applying to the Program, the Contractor represents, warrants and covenants that it:
- will ensure the sale, installations and alterations of Energy-Efficiency Measures for FortisBC customers are performed in a safe and approved manner to the satisfaction of the customer, and in accordance with all laws, bylaws, codes and regulations of any government or regulatory authority having jurisdiction over same;
 - is committed to customer confidence and satisfaction as a fundamental and ongoing principle of its business, and will maintain customer satisfaction levels satisfactory to FortisBC, as determined by customer feedback, research and ongoing employee monitoring;
 - will operate its business in a professional and ethical manner, including, but not limited to, employees and vehicles that are presentable and properly identified, quotes provided within five (5) days of customer request, quality installation and/or conversion work and after-sales service;
 - will not advertise in direct competition with FortisBC, or in a manner that is harmful to FortisBC and its services;
 - will immediately notify FortisBC of any customer complaint with respect to Energy-Efficiency Measures provided by the Contractor;
 - will immediately notify FortisBC of any complaint, investigation or fine that may occur pursuant to the Act or

- any other legislation or under the authority of any other governmental, municipal, regulatory or licensing authority;
- vii. will handle customer complaints satisfactorily within a reasonable time frame, and if FortisBC receives serious complaints that are not resolved within ten (10) working days of written or verbal notification to FortisBC, FortisBC may terminate the Contractor's participation in the Program;
- viii. will not charge customers more than competitive market rates for energy-efficient equipment and installation and/or conversion work;
- ix. will provide customers with a suitable service contract and/or warranty program for all installations, alterations and materials for a period being the greater of one (1) year from the date of the installation and/or the manufacturer's specifications;
- x. will not incur any liability on behalf of FortisBC or in any way pledge or purport to pledge FortisBC's credit or accept any order or make any contract binding upon FortisBC or give or make or purport to give or make any warranty or representation on behalf of FortisBC except such as are expressly authorized by FortisBC in writing;
- xi. will permit a representative of FortisBC from time to time to review the operations of the Contractor and the performance of its services for FortisBC's customers;
- xii. will use every effort to safeguard the property, rights and interests of FortisBC and assist FortisBC at its request and at its expense in taking any steps which FortisBC deems necessary to defend such rights;
- xiii. will use every effort to safeguard the personal information of prospective customers and customers in accordance with the Personal Information Protection Act (British Columbia); and
- xiv. with respect to the Contractor's participation in FortisBC's commercial lighting wholesale program:
 - a. will ensure that any rebate for lighting products given to Contractor by a wholesaler will be passed on to the end use customer;
 - b. acknowledges and agrees that FortisBC may contact the end use customer to verify lighting products have been installed to industry codes and standards and that lighting rebates have been passed on to the end use customer; and
 - c. acknowledges and agrees that FortisBC may, at its sole discretion, audit Contractor's records with respect to participation in the commercial lighting wholesale program.

7. Program activities

- 7.1. By applying to the Program, the Contractor represents, warrants and covenants that it:
 - i. will use and display materials that may be supplied by FortisBC to promote the Program and FortisBC rebate programs and the sale of and services related to Energy-Efficiency Measures and will participate in individual; product marketing promotions appropriate to its business
 - ii. will make FortisBC rebate information or other promotional offers available to its customers and issue, on a prompt and accurate basis, such product specifications or invoices as may be required to obtain a rebate; and
 - iii. will ensure that its employees are available to participate in FortisBC's facilitated training programs with respect to the Program.

8. Term and renewal

- 8.1. Once accepted into the Program, the Contractor will remain in the Program for a term of one (1) year unless earlier terminated in accordance with these terms and conditions.
- 8.2. Provided the Contractor is in full compliance with these terms and conditions, the Contractor's participation in the Program may be automatically renewed for successive twelve (12) month renewal terms in September of each year, and all of these terms and conditions will apply to the renewal term(s).
- 8.3. The Contractor may terminate its participation in the Program by giving FortisBC fifteen (15) days written notice of such termination.
- 8.4. Notwithstanding the foregoing, FortisBC may terminate the Program at any time without cause or reason upon giving notice in writing to the Contractor, such termination to be effective on the date specified in the notice.

9. Suspension and removal

- 9.1. FortisBC may suspend or remove the Contractor from the Program on account of the failure by the Contractor, in the sole

opinion of FortisBC, to perform its obligations in accordance with these terms and conditions.

- 9.2. FortisBC may specify, in its sole discretion, the term and any conditions of suspension or removal of a Contractor from the Program, and may specify the corrective action or other conditions required for reinstatement of the Contractor into the Program.

10. Limitation of liability and indemnity

- 10.1. FortisBC assumes no liability or responsibility for work completed for customers pursuant to the Program.
- 10.2. The Contractor indemnifies and saves harmless FortisBC and its directors, officers and employees (such indemnity to survive the termination of the Program or the Contractor's participation in the Program) for all costs, expenses, causes of actions, claims, suits and judgments incurred by FortisBC as a result of or arising from:
 - i. unsafe or unsatisfactory work performed by the Contractor, its employees, agents, contractors and sub-contractors;
 - ii. any breach, violation or non-performance by the Contractor of any obligation contained in these terms and conditions to be observed or performed by the Contractor;
 - iii. any injury to any person, including death, resulting at any time occurring in the operation of the Contractor's business; or
 - iv. any damage to property howsoever occasioned in the operation of the Contractor's business.
- 10.3. FortisBC assumes no liability or responsibility for goods sold or services performed under this Program or by participating Contractors.

11. Use of Contractor Information

- 11.1 For the purposes of this Program, and these terms and conditions, "Contractor Information" means all information provided by the Contractor in any Program application materials. By applying for this Program, the Contractor acknowledges and agrees that:
 - (a) FortisBC collects and uses the Contractor Information for the purposes of processing, administering, and evaluating the Program and developing other FortisBC programs;
 - (b) FortisBC may contact the Contractor in the future to review the effectiveness of the Program, which may include surveys;
 - (c) FortisBC may disclose the Contractor Information to its affiliates and contractors solely for the purposes of administering and evaluating this Program as described herein and developing other FortisBC programs; and
 - (d) FortisBC may use the Contractor's contact information as provided on the Application, together with information provided by the Contractor regarding electrical products and services offered to promote the Program, and may publish this information on FortisBC's website and provide this information to FortisBC electrical customers.

12. Additional terms and conditions

- 12.1. FortisBC will endeavour to notify Contractors of any amendments or modifications to these terms and conditions or termination of the Program using FortisBC's website. Notwithstanding the foregoing, FortisBC reserves the right, in its sole discretion, to amend or modify these terms and conditions or terminate the Program at any time based on funding limitations or for any other reason, without notice.
- 12.2. It is mutually understood and agreed that the Contractor is an independent contractor and is not the legal representative, or agent, partner or joint venturer of FortisBC for any purpose whatsoever and will have no right to, in any way, bind or otherwise commit FortisBC to any matter whatsoever.
- 12.3. The Contractor is solely responsible for meeting all Program requirements and complying with any laws, regulations or bylaws regarding permits, codes, restrictions or inspections provided by the Contractor in relation to Energy-Efficiency Measures.
- 12.4. The Program and these terms and conditions will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 12.5. All notices required to be provided by the Contractor under these terms and conditions or with respect to the Program must be delivered in writing.
- 12.6. These terms and conditions will enure to the benefit of and be binding on the parties and their respective representatives, successors and permitted assigns.