

# Commercial Product Rebate Program for non-profit and charitable organizations – terms and conditions

FortisBC's<sup>1</sup> Commercial Product Rebate Program (the "Program") provides product-specific rebates to eligible applicants. The Program aims to stimulate investment in qualifying high-efficiency products (the "Products", or individually, the "Product") in commercial, institutional and industrial buildings.

## Applicant Eligibility

1. To participate, an applicant must:
  - a. for new construction projects, be a **Builder/Developer** or **Owner** of the premises in which the Product(s) are installed (the "Premises") or **Charitable Donor**, meaning:
    - i. in the case of a **Builder/Developer**, a commercial entity that constructs new commercial buildings or industrial facilities for the purpose of resale;
    - ii. in the case of an **Owner**, the legal person who holds registered title to the Premises; and
    - iii. in the case of a **Charitable Donor**, the legal person who provides the eligible Product(s) to an entity that meets the criteria for a **Top-Up Eligible Participant** (as hereinafter defined);
  - b. for retrofit projects, be an Owner, Charitable Donor or **Lessee**, meaning the legal person who occupies the Premises under a lease;
  - c. upon request of FortisBC, at FortisBC's sole discretion, an owner will provide FortisBC with proof of such registered title; a lessee will provide proof of such lease and/or written acknowledgement by the owner of the Premises confirming the validity of the lease and granting permission to the lessee to install the Product(s) in the Premises;
  - d. in the case of applications relating to natural gas Product(s), install the Product(s) in Premises which receive natural gas or piped propane service from FortisBC under any rate class except Rate 1;
  - e. in the case of applications relating to electric Product(s), install the Product(s) in Premises which receive electric service from FortisBC under a commercial, industrial or irrigation rate class, or a general service rate class for municipal customers of Grand Forks, Summerland, Penticton and Nelson Hydro. Customers who self-generate electricity may not be eligible to participate in this Program. Please contact [businessrebates@fortisbc.com](mailto:businessrebates@fortisbc.com) for more information;
  - f. submit an application and supporting documentation no later than 365 days after the purchase date of the Product(s); and
  - g. install the Product within 180 days of submitting the application and supporting documentation.

An applicant meeting these criteria is referred to as a "Participant".

2. Top-up rebates may be available to Participants who, in addition to the above, meet the following criteria ("**Top-Up Participants**"):
  - a. must be **one** of the following:
    - i. a charity registered under the *Income Tax Act (Canada)* that provides assistance to low income persons, or
    - ii. a housing provider, who meets **one** of the following criteria:
      - a local government;
      - a society registered under the *Societies Act* (other than a "member funded society")
      - an association registered under the *Cooperative Association Act*; or
      - a governing body of an Indigenous community, provided the housing is primary for low-income households; and
  - b. but **does not** include:
    - i. a school board or educational institution (public and private schools, colleges and universities); or
    - ii. a health authority or hospital; or
    - iii. public library;
3. "**Property Manager**" herein means a legal person who manages a Premises on behalf of a Participant. A Property Manager may apply to the Program on behalf of a Participant; however, rebates are payable only to a Participant. The Property Manager must have legal authority and permission to bind the Participant to these terms and conditions.<sup>2</sup>

## Product Eligibility

4. Products must meet the following criteria:
  - a. be included in and meet all criteria found on FortisBC's list of eligible products<sup>3</sup> (the "**Product List**") at the time of purchase, as evidenced by the date on the proof of purchase of the Product;
  - b. be new. Used or rebuilt products do not qualify for rebates;
  - c. be installed for its intended purpose and in accordance with the specific application as indicated on the Product List, at the Premises associated with the utility account as listed on the application to the Program. Products cannot be offered for resale or re-use off the Premises; and
  - d. be fully installed by a qualified installer as determined by Technical Safety BC in accordance with the manufacturer's specifications and all applicable laws, orders, regulations, ordinances, standards, codes, and other rules, licenses and permits of all lawful authorities.

## Thermal Energy Service Providers' Administration Process and Fees (applicable to natural gas products only)

5. A Thermal Energy Services Provider ("**TESP**") is defined as an individual or organization other than the Participant, who will own or does own thermal energy generating assets, for the purpose of selling the thermal energy generated therefrom, to the Participant.
6. TESP's are not eligible or entitled to receive a rebate for a Product installation carried out under their direction regardless of whether or not they have the permission of the owner or lessee to install, repair and/or upgrade the Products (the boiler plant of the building(s) or facility of one of the aforementioned). Customers of such service providers may be eligible to receive a rebate for the installation of Products within a building or facility if they are the owner or lessee, and have a contract with the TESP for the provision of services.
7. The Participant understands that where a TESP will own the Product(s) that are the subject of this application, the application, all supporting documentation and any other information pertaining to the application in the possession of FortisBC, will be shared with an agent who will review and approve or decline the application on FortisBC's behalf. The Participant hereby grants consent to allow FortisBC to share all such documentation and information with the agent for the purpose of administering the Program.
8. Participants who are customers of TESP's are subject to the following administration fees:
  - a. a \$825 administration fee, for evaluation of the Program application; and
  - b. an additional \$490 administration fee, for evaluation of eligibility for the right-sizing bonus.The applicable administration fees are to be deducted directly from any rebate to which the Participant is otherwise entitled. If the rebate is less than or equal to the applicable administration fee, the net rebate provided to the Participant will be \$0. Participants who are customers of TESP's are not eligible for a right-sizing bonus if their Eligible Boiler has an input rating of less than 1,500 MBH.

## Program Rebates

9. Rebate amounts for each Product are as shown on the Product List. Rebate amounts for an individual Product may not exceed 75% of the Product purchase costs, excluding tax.
10. Top-Up Eligible Participants may receive additional top-up rebate(s), in the amount indicated for each Product as shown on the Product List.
11. Rebates are based on the information provided by the Participant to FortisBC. In the event there is any change to such information, the Participant will notify FortisBC immediately, and FortisBC may, in its sole discretion, recalculate the amount of rebate, void the application and terminate any obligation to pay any rebate to the Participant, or demand repayment of any funds already disbursed to the Participant.
12. Processing of applications may take a minimum of 90 days; FortisBC is not responsible for lost, delayed, damaged, illegible or incomplete applications
13. FortisBC reserves the right to refuse applications which it determines, in its sole discretion, are incomplete, inaccurate or otherwise do not meet

<sup>1</sup> FortisBC Inc. and FortisBC Energy Inc. (collectively "FortisBC")

<sup>2</sup> FortisBC, in its sole discretion, may request the Property Manager to provide proof of such legal authority in any form satisfactory to FortisBC. If the Property Manager is unable to provide proof satisfying FortisBC of said legal authority, as determined by FortisBC in its sole and absolute discretion, FortisBC may refuse to grant entry to the Program.

<sup>3</sup> Available at: [fortisbc.com/commerciallighting](http://fortisbc.com/commerciallighting). The Product List may be amended from time to time by FortisBC, in its sole discretion and without notice.

Program requirements.

14. The Participant acknowledges and agrees that FortisBC may, in its sole discretion, require the Participant to repay all or part of the rebate(s) provided under the Program within 90 days of the receipt by the Participant of a notice from FortisBC in the event that:
  - a. FortisBC determines, in its sole discretion, that any information provided by the Participant is incorrect or untrue, including but not limited to failure to install the Product(s) or any misrepresentation as to the specifications, energy efficiency or installation particulars of the Product(s); or
  - b. FortisBC determines, in its sole discretion, that the Participant has failed to comply with these terms and conditions; or
  - c. an inspection indicates that the Product(s) have not been installed or have been removed.

#### Participant Information

15. For the purposes of the Program and these terms and conditions, **"Participant Information"** means all information disclosed by the Participant in any Program application materials, including any personal information as disclosed, as well as any data respecting billing, energy use and consumption at the Premises for a period of one year prior to application to the Program and one year after application to the Program. By applying to the Program, the Participant acknowledges and agrees that:
  - a. FortisBC collects and uses the Participant Information for the purposes of processing, administering and evaluating the Program and developing other FortisBC energy efficiency programs;
  - b. FortisBC may contact the Participant in the future to review the effectiveness of the Program, which may include surveys;
  - c. FortisBC may retrieve the Participant's billing, energy use and consumption information from the FortisBC account database for the period set out above for the purposes of analyzing consumption behaviour and energy savings attributable to the Program; and
  - d. FortisBC may disclose the Participant Information to its affiliates and contractors for the purposes of administering and evaluating the Program as described herein and developing other FortisBC energy efficiency programs.

#### Additional Terms and Conditions

16. FortisBC may amend, modify or terminate this Program at any time based on funding limitations or for any other reason, without notice.
17. FortisBC reserves the right to limit the number of rebates it provides under the Program.
18. The Participant acknowledges that FortisBC is a "public utility" as defined in the *Utilities Commission Act*, R.S.B.C. 1996, c. 473, and further acknowledges and agrees that payment of rebates is subject to the approval of the British Columbia Utilities Commission ("**BCUC**") on terms satisfactory to FortisBC, acting in FortisBC's sole discretion. In the event that the BCUC withdraws approval or changes the terms and conditions of such approval either with respect to this Program or energy efficiency funding generally, on terms and conditions not satisfactory to FortisBC, in FortisBC's sole discretion, FortisBC may terminate the Program, and the Participant acknowledges and agrees that FortisBC shall be under no obligation to pay any rebate to the Participant.

19. FortisBC is not responsible for lost, delayed, damaged, illegible or incomplete applications.
20. The Participant hereby grants a non-exclusive licence to FortisBC and its authorized employees, contractors and agents to access the Premises in which a Product(s) are installed either before or after a rebate is paid for the purposes of performing an on-site inspection of the installed Product(s). The Product(s) must be installed, operational and accessible at the time of the inspection. FortisBC agrees to provide 48 hours prior notice to the Participant in order to make arrangements for access to the building, facility or premises for such inspection purposes. The Participant will take all reasonable measures and actions to ensure that the Premises are safe for FortisBC and its authorized employees, contractors and agents to enter for inspection purposes.
21. Provision of a rebate under this Program does not constitute FortisBC assuming any ownership interest, either in whole or in part, of the Product(s) that are the subject of the rebate.
22. The Participant acknowledges and agrees that FortisBC, not being the designer or manufacturer of such Product(s), makes no representation or warranty, express or implied, as to the fitness, design or capability of the material, equipment or workmanship of the Product(s), nor any warranty that such Product(s) will satisfy the requirements of the Participant or any law, specification or contract. FortisBC does not endorse any particular consultant, manufacturer, product, system, design, contractor, supplier or installer in promoting the Program.
23. The Participant agrees that FortisBC has no liability concerning any estimated energy savings of Product(s) eligible for rebates under this Program or the installation, performance or fitness of such Product(s).
24. The Participant does hereby indemnify and save harmless FortisBC Energy Inc., FortisBC Inc. and their affiliates (together, "FortisBC"), and their respective directors, officers, agents, contractors and employees, from all liability, damages, claims, demands, expenses and costs for claims, costs for injury or death of any person (including from any infectious disease outbreaks), damage to or destruction of property, and all economic loss suffered by any person (collectively, "Losses") arising from or occurring by reason of the Participant's participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products and improvements. The Participant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, FortisBC and any of their respective officers, directors, employees, agents, contractors or representatives for and against all Losses arising from Participant's participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products and improvements. The Participant acknowledges and agrees that the Participant is responsible for the disposal of all hazardous materials that may result from the installation of the Product(s), and such disposal will be conducted in accordance with all applicable government regulations, and FortisBC has no responsibility with respect to same.
25. The Program is independent of other incentives and rebates offered by FortisBC and/or other utilities, or manufacturers, or government incentive programs or grants. The Participant is solely responsible for any tax liability imposed as a result of any rebates.
26. The Participant is responsible for complying with all applicable laws, regulations and bylaws regarding permits, codes, restrictions and inspections in relation to any Product(s) installed for this Program.

#### Questions?

Call 1-855-857-7411 or

Email: [businessrebates@fortisbc.com](mailto:businessrebates@fortisbc.com)