

Custom Efficiency Program Energy Study Incentive Funding Terms and conditions



Energy study requirements and conditions

1. **General.** To be eligible for the Approved Funding identified in the Energy Study Approval Letter issued by FortisBC to the Participant (the "**Approval Letter**"), the Participant must, through its eligible consultant (the "**Consultant**"), conduct an energy study of the premises set out in the Approval Letter (the "**Premises**") to identify energy conservation measures ("**ECMs**") which could result in energy savings and achieve greenhouse gas reductions (the "**Energy Study**").
2. **Consultant Qualifications and Selection.**
 - a. The Consultant must possess the skills, qualifications and experience set forth in FortisBC's Consultant Listing Eligibility Criteria ("**Eligibility Criteria**").
 - b. The Consultant must be:
 - i. selected by the Participant from FortisBC's list of approved consultants, as amended from time to time (the "**Consultant List**"), who have been pre-screened by FortisBC as meeting the Eligibility Criteria; or
 - ii. otherwise approved in writing by FortisBC, at its sole discretion.
 - c. Despite inclusion on the Consultant List, no business agency or other relationship exists between the Consultant and FortisBC.
3. **Energy Study Requirements.**
 - a. The Energy Study must not commence until the Approval Letter has been issued by FortisBC to the Participant.
 - b. The Energy Study must be conducted in accordance with the requirements of FortisBC's Energy Study Guide, as provided or made available to the Participant by FortisBC.
4. **Submission of Energy Study.** The Participant must submit the Energy Study to FortisBC by the deadline set out in the Approval Letter together with:
 - a. confirmation that the Participant approves of the contents and recommendations contained in the Energy Study; and
 - b. such other information as reasonably requested by FortisBC to verify **compliance with these terms and conditions.**
5. **FortisBC approval.** FortisBC, in its sole discretion, may approve or reject the Energy Study. If FortisBC rejects the Energy Study, FortisBC will provide the Participant with reasons, and may require the Participant to revise and resubmit the Energy Study.
6. **Costs.** The Participant is responsible for all costs of retaining the Consultant and associated with the Energy Study and any required revisions.
7. **No Guarantee.** Approval of the Energy Study does not guarantee the Participant will receive any future funding from FortisBC under the program. Future funding is subject to the Participant meeting the requirements of that funding separately.

Payment conditions and terms

8. Conditions of Funding.

- a. Payment of funding, in the amount set out in the Approval Letter, is subject to the Participant, the Consultant and the Energy Study meeting these terms and conditions and FortisBC's receipt, review and approval of the Energy Study. The Participant is not entitled to any funding if FortisBC rejects the Energy Study.
- b. At the time of funding, the Participant must be a customer of FortisBC in good standing with respect to the Premises.
- c. Funding may be adjusted by FortisBC, at its sole discretion, for Participants who self-generate energy which results in energy savings not attributable to ECMs funded by FortisBC. Please contact customdesign@fortisbc.com for more information.

9. Payment and Repayment.

- a. Except as otherwise provided herein, FortisBC shall pay the funding upon FortisBC's approval of the Consultant's invoice and proof of payment submitted by the Participant by the deadline set out in the Approval Letter.
- b. FortisBC will issue payments by cheque, in name of, and mailed to, the Participant. FortisBC is under no obligation to re-issue a payment which has been returned as undeliverable or to replace a stale-dated cheque.
- c. Payment cannot be assigned without the prior written consent of FortisBC, which consent may be arbitrarily withheld.
- d. Participation in this program does not preclude the Participant from applying for or receiving contributions from other sources towards the Energy Study, provided that, if such third-party funding plus the FortisBC funding exceeds the amount of the Consultant's invoice, the Participant will, within 30 days of demand, repay the excess to FortisBC.
- e. FortisBC may, in its sole discretion, refuse to pay any funding, recalculate the amount of funding, terminate the Participant's participation in the

- program, and/or require the Participant to repay all or part of the funding, within 30 days of demand, if FortisBC, in its sole discretion, determines
- i. information provided by the Participant is incorrect or incomplete; or
 - ii. the Participant or the Premises are not eligible for the program or the Participant has not provided satisfactory proof of eligibility; or
 - iii. the Participant has not otherwise complied with the terms and conditions.
- f. The Participant is responsible for any applicable tax on funding.

General terms and conditions

10. **Program changes.** FortisBC may amend or terminate the program and these terms and conditions at any time and for any reason without notice. In such event, FortisBC shall be under no obligation to pay any funding or further funding to the Participant. Dates are subject to change. Amount of available funding may be limited.
 11. **Liability and Indemnity**
 - a. The Participant acknowledges and agrees:
 - i. Despite any review or approval of the Participant's proposal, the Energy Study or any documentation or information related to the Energy Study, FortisBC makes no representations or warranties whatsoever, express or implied, with respect to qualifications, skill or expertise of the Consultant, the contents of the Energy Study, or the ECMs identified therein, the quality of analysis, and fitness for a particular purpose, nor with respect to the expected or anticipated energy consumption, nor does FortisBC warrant that any ECMs described in the Energy Study or other communications prepared by the Consultant will satisfy the requirements of any law, rule specification or contract.
 - ii. FortisBC does not assume any liability for any damages, claims, losses or expenses incurred by the Participant with respect to participation in the program.
 - iii. FortisBC is not responsible for any costs incurred by the Participant for its participation in the program or attributable to the Energy Study.
 - b. The Participant hereby releases, indemnifies and saves harmless FortisBC and its representatives, directors, officers, agents and employees from all liability, damages, claims, demands, expenses and costs whatsoever suffered by any person arising from or occurring by reason of the Participant's participation in the program, receipt of funding or implementation of ECMs. This provision will survive the funding of the Energy Study.
 12. **No relationship.** Nothing herein shall be deemed or construed to create a joint venture, partnership, employment or agency relationship between FortisBC and the Participant or Consultant for any purpose.
 13. **Binding decisions.** The determinations and decisions of FortisBC are final and binding. FortisBC may, upon request from the Participant, provide reasons for its determinations and decisions, but is under no obligation to do so.
 14. **Use and disclosure of information.** The Participant, consents and agrees FortisBC may:
 - a. contact the Participant to administer, verify compliance with, and evaluate the program, and to obtain information and conduct surveys;
 - b. collect and use any information (including personal information as defined in the *Personal Information Protection Act*), whether provided by the Participant, contained in, or forming part of, the Energy Study or any documents submitted as part of the program or generated by FortisBC as part of the Participant's participation in the program, (i) to verify eligibility; (ii) to process, manage, administer, audit, evaluate and report on the program, the funding amounts and the Participant's participation; (iii) to monitor, audit and assess compliance with these terms and conditions; and (iv) to develop other energy conservation programs; and further to disclose the information to employees, affiliates, contractors, representatives, agents, funding partners and program partners for the foregoing purposes; and
 - c. retrieve account data, including billing, energy use and consumption information, to evaluate consumption behavior and energy savings attributable to the program, and to collect, use and disclose such data pursuant to (b) above.
- FortisBC collects, uses and discloses personal information in accordance with the *Personal Information Protection Act* and its Privacy Policy (see fortisbc.com/privacy).
- Program partner acknowledgement.** The program is funded by FortisBC, the Province of British Columbia and the Government of Canada. The Energy Study for electrification projects and the implemented ECMs for all projects may be funded, in part, by the Province of British Columbia and the Government of Canada.

Name

Signature

Date (Yr/Mth/Day)