

## **PROGRAM REGISTERED CONTRACTOR TERMS AND CONDITIONS**

**In consideration of being accepted to participate in the Home Renovation Rebate Program (the "Program"), the Program Registered Contractor agrees to the following terms and conditions.**

### **1. Definitions**

- 1.1 "Energy Efficient Measures" means those energy efficient measures endorsed by the Utility Partners in the Program, as amended by from time to time, which such energy measures will be designated by the Utility Partners on their website and in other communications provided to the Program Registered Contractors.
- 1.2 "Logo Usage Guidelines" means the guidelines established and amended from time to time by the Utility Partners containing the terms and conditions for usage of the logos and marks of the Utility Partners attached hereto as Schedule A.
- 1.3 "Program Registered Contractor" or "PRC" means an eligible Contractor accepted by the Utility Partners into the Program, who will receive the Program benefits as set out below.
- 1.4 "Utility Partners" means each of BC Hydro and Power Authority, FortisBC Energy Inc. and FortisBC Inc.

### **2. Program overview**

- 2.1 The Utility Partners have developed the Program to connect customers seeking efficiency products and services in their area with reliable and knowledgeable contractors. These contractors are involved with the installation of approved retrofits under the Program. Retrofits may include insulation, draft proofing, space heating, water heating and other Energy Efficient Measures.
- 2.2 The Contractor will meet all of the terms and conditions in this Agreement in consideration for participating in the Program. The Contractor hereby agrees and understands that it will only be admitted to participate in the Program as a PRC after it has met all of the eligibility requirements set out in this Agreement and other required documentation have been received and approved by the Utility Partners or its agent, as applicable, and the Contractor's application for enrollment has been approved by the Utility Partners or its agent, as applicable.

### **3. Eligible participants**

3.1 To be eligible to become a PRC, the Contractor will:

- i. be licensed in good standing with Technical Safety BC (if installing natural gas appliances);
- ii. provide products and services within the Utility Partners service territories;
- iii. have the 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 any governmental, municipal, regulatory or licensing authority;
- iv. be in good standing with WorkSafeBC; and
- v. have a BC Business licence and have been in business in BC for at least 2 years.

3.2 Once accepted as a PRC, the PRC will, on an annual basis, provide verification and/or proof to the Utility Partners that all required permits, licences, and insurance coverages are current, and the PRC is licensed and in good standing with Technical Safety BC and WorksafeBC in order to maintain its status as a PRC.

### **4. Program process**

4.1 Contractors will complete the Utility Partners' Program Registered Contract Program application (the "Application"), providing all information as requested therein and submit the completed Application with the following information:

- i. proof of registration in good standing with the British Columbia Safety Authority (if installing natural gas appliances);
- ii. the Contractor's BC business licence number; and
- iii. proof of liability insurance as per section 6.1 (vii).

4.2 Contractors who meet the requirements of 4.1 will:

- i. provide proof that all required permits, licences, and insurance coverages are current;
- ii. provide a quality management plan, stating the Contractor's commitment to performing quality work and achieving customer satisfaction (the "Quality Management Plan");
- iii. attend a mandatory training session sponsored by the Utility Partners on the topic of Program requirements and industry best practices for quality installations; and
- iv. complete a checklist project summary card ("Quality Summary Sheet") for each installation identifying the Energy Efficient Measures installed, a copy of which

will be retained by the customer, and another copy to be made available to the Utility Partners upon request.

- 4.3 Upon receipt of the materials set out in section 4.1. and 4.2., the Utility Partners will review the Application for completion, and in their sole discretion, determine Contractor's standing in the Program as a PRC based on the information submitted in and with the Application. The Utility Partners may conduct site visits and/or reference checks of Contractor's previous work. If the Application is complete, meets the Utility Partners' criteria and is approved, the Contractor will receive:
  - i. a letter from the Utility Partners advising of acceptance into the Program; and
  - ii. a copy of the Logo Usage Guidelines.
- 4.4 The Utility Partners are not responsible for lost, delayed, misdirected, damaged, illegible or incomplete Applications. The Utility Partners reserve the right to refuse Applications that it determines, in their sole discretion, are incomplete, inaccurate or otherwise do not meet Program requirements.

## 5. Program benefits

- 5.1 Subject to these terms and conditions, the Logo Usage Guidelines, and any applicable guidelines established by the Utility Partners, as amended from time to time, the Utility Partners agree to provide PRC's with the following services, rights and privileges:
  - i. with respect to customers of the PRC, the opportunity to participate in the Program, subject to the terms and conditions of such Program;
  - ii. access to training for approved technical courses plus assistance to the PRC with respect to the Program at minimal or no cost to the PRC, which assistance may include product information and sales and management training seminars;
  - iii. listing of the PRC's name and contact information in a directory of PRC's, which directory will be made available to the Utility Partners' customers and potential customers;
  - iv. notice of the Utility Partners' programs promoting Energy Efficient Measures;
  - v. designation as a PRC of the Program and the right to use such designation and any logo created by the Utility Partners pursuant to the Logo Usage Guidelines
  - vi. Utility Partners authorized identification materials;
  - vii. reference to the PRC in specific promotional programs related to the Program that the Utility Partners may from time to time undertake, and the Utility Partners will use reasonable efforts to advise the PRC of the timing and particulars of such programs in advance; and

viii. the opportunity to utilize promotional materials related to the Program.

## **6. Contractor's business operations**

- 6.1 By applying to the Program, the Contractor represents, warrants and covenants that it:
  - i. and its employees, will attend all mandatory training and orientation sessions with respect to the Program, as required by the Utility Partners;
  - ii. 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 any governmental, municipal, regulatory or licensing authority;
  - iii. is willing and legally able to install Energy Efficient Measures in accordance with all applicable code requirements;
  - iv. will be an active contractor as listed on customer directories and will not act primarily as a sub-contractor;
  - v. has been in the business of providing natural gas products and Energy Efficient Measures for a minimum of three (2) years, or has references acceptable to the Utility Partners in their sole discretion, such references to be provided upon request;
  - vi. has and will maintain a credit rating acceptable to the Utility Partners, including consideration of satisfactory payment to suppliers, and the Contractor hereby authorizes the Utility Partners to perform such investigations as are reasonably necessary to ascertain the Contractor's credit rating;
  - vii. has and will maintain suitable general liability insurance in an amount of two million dollars (\$2,000,000) per occurrence; and
  - viii. has and will maintain WorkSafeBC coverage or third party disability coverage.
  
- 6.2 In the event the Contractor is an incorporated entity, the Contractor:
  - i. covenants that it will provide the Utility Partners with the names and addresses of its principal shareholders, directors and officers and promptly notify the Utility Partners of any change thereof; and
  - ii. acknowledges that the Utility Partners 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 the Utility Partners.

## **7. Code of Conduct**

- 7.1 By participating in the Program, the PRC represents, warrants and covenants that it:

- i. will comply with the Code of Conduct Guidelines for Program Registered Contractors attached hereto as Schedule B;
- ii. will not imply that the PRC is an agent or employee of the Utility Partners, or advise the customer that the Utility Partners recommends that the customer retain the PRC because of their designation as a PRC;
- iii. will have a Quality Management Plan and permit the Utility Partners to review the plan from time to time;
- iv. will act as an ambassador for energy conservation and sustainable best practices and make available to customers relevant information respecting the Program;
- v. will ensure that the work provided to customers meets the standards of industry best practices and is performed in a safe manner;
- vi. will comply at all times with the Logo Usage Guidelines;
- vii. will be responsible for the quality of work performed by the PRC's employees;
- viii. will comply with applicable WorkSafeBC requirements, including the payment of required assessments and dues;
- ix. will not promote a competing energy source to a customer unless upon request of the customer, and the Contractor will not advertise in direct competition with any Utility Partner or in a manner that is harmful to a Utility Partners;
- x. will operate its business in a professional and ethical manner;
- xi. will not incur any liability on behalf of the Utility Partners or in any way pledge or purport to pledge the Utility Partners' credit or accept any order or make any contract binding upon the Utility Partners or give or make or purport to give or make any warranty or representation on behalf of the Utility Partners except such as are expressly authorized by the Utility Partners in writing;
- xii. will permit a representative of the Utility Partners from time to time to review the operations of the PRC and the performance of its services for the Utility Partners' customers;
- xiii. will use every effort to safeguard the property, rights and interests of the Utility Partners and will assist the Utility Partners at its request and at its expense in taking any steps which the Utility Partners deem necessary to defend such rights; and
- xiv. will use and display materials supplied by the Utility Partners to promote the Program and the sale of energy-efficient products and services, in accordance with any guidelines established by the Utility Partners from time to time.

## **8. Customer Satisfaction**

8.1 By participating in the Program, the PRC represents, warrants and covenants that it:

- i. will ensure that the sale of and all installations and alterations of systems and equipment performed for the Utility Partners' customers are performed in a quality,

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;

- ii. is committed to customer confidence and satisfaction as a fundamental and ongoing principle of its business, and will maintain customer satisfaction levels satisfactory to the Utility Partners, as determined by customer feedback, research and ongoing employee monitoring;
- iii. will immediately notify the Utility Partners of any customer complaint with respect to Energy Efficient Measures provided by the Contractor;
- iv. will immediately notify the Utility Partners of any investigation, enforcement action, 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;
- v. will handle customer complaints satisfactorily through a managed complaint resolution process within a reasonable time frame, and, in addition to any other rights of suspension or termination, if the Utility Partners receive serious customer complaints that are not resolved by PRC to the satisfaction of the Utility Partners within ten (10) working days of receipt of the complaint by the Utility Partners, the Utility Partners may terminate the Contractor's participation in the Program;
- vi. will ensure employees, representatives and vehicles are presentable and properly identified, quotes are provided within five (5) days of customer request, and installation work, conversion work, and after-sales service are all of high quality;
- vii. will charge customers not more than competitive market rates similar to those charged in the market generally for equipment installation and conversion work;
- viii. 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; and
- ix. will make available to its customers all available information respecting grants, rebates or other promotional offers available from the Utility Partners, and to process on a prompt and accurate basis such materials as may be required to obtain reimbursement.

## **9. Trademarks and logos**

9.1 On all materials using the Program name and logo(s) (together, the "Marks"), the PRC will properly identify the Marks as the property of the Utility Partners, using a tagline approved by the Utility Partners. With respect to the Marks, the PRC further agrees that it:

- i. will only use the Marks with the pre-approval of the Utility Partners;
- ii. will only use the Marks in accordance with the Logo Usage Guidelines;

- iii. will only use the Marks while it is a PRC in the Program in good standing;
- iv. will not use the Marks if it is in default of any of these terms and conditions;
- v. will not adopt or use any trademark or name that is confusingly similar to the Marks or any other trademarks owned, licensed or used by the Utility Partners;
- vi. will not vary or modify the Marks;
- vii. will not authorize anyone else to use the Marks;
- viii. will immediately remove the Marks from any websites, promotional material, email taglines or other forum upon completion or termination of the Program;
- ix. will destroy any physical copies which include the Marks upon completion or termination of the Program;
- x. has no ownership rights in the Marks and that all goodwill associated with the Marks will belong to the Utility Partners;
- xi. will not, in any proceedings brought against it by the Utility Partners to enforce the provisions of these terms and conditions, contest or question the validity of the Marks;
- xii. will immediately inform the Utility Partners of any infringement, passing off or other unauthorized use of the Marks by a third person; and
- xiii. will have no right to commence legal action affecting the Marks in its own name or on the Utility Partners behalf unless the Utility Partners first consent in writing, such consent to be in the Utility Partners' sole and unfettered discretion.

9.2 The Utility Partners may use the PRC's name and/or logo on third party websites to promote the PRC's participation in the Program.

## **10. Term and renewal**

- 10.1 Once accepted into the Program, the PRC will remain in the Program for a term of two (2) years (the "Term") unless earlier terminated in accordance with these terms and conditions.
- 10.2 If the information provided pursuant to section 3.2 continues to meet the Utility Partners' criteria and the PRC is in full compliance with these terms and conditions and has not, during the Term been in default with these terms and conditions, the PRC's participation in the Program may be renewed by the Utility Partners for a two (2) year renewal term, on these same terms and conditions.
- 10.3 The PRC may terminate its participation in the Program by giving the Utility Partners thirty (30) days' notice of such termination.

## **11. Suspension and removal of PRC**

- 11.1 The Utility Partners may suspend or remove the PRC from the Program for the failure by the PRC, in the sole opinion of the Utility Partners, to perform its obligations in accordance with these terms and conditions.
- 11.2 The Utility Partners may specify, in their sole discretion, the term and any conditions of suspension or removal of a PRC from the Program, and may specify the corrective action or other conditions required for reinstatement of the PRC into the Program.

## **12. Modification or Termination of Program**

- 12.1 The Utility Partners reserve the right, in their 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.

## **13. Limitation of liability and indemnity**

- 13.1 The PRC hereby indemnifies and saves harmless the Utility Partners and their directors, officers, agents and employees from all liability, damages, claims, demands, expenses and costs for claims, costs for injury or death of any person, damage to or destruction of property, and all economic loss suffered by any person arising from or occurring by reason of the Program, receipt of rebate(s), or actual or alleged preparation or installation of product(s), including any actions or omissions by third-party consultants or contractors in the preparation or installation of product(s), except to the extent caused by the gross negligence or willful misconduct of the Utility Partners, their officers, employees or agents.
- 13.2 This indemnity shall survive the termination of the Program.

## **14. Confidential information**

- 14.1 The PRC recognizes that in the course of performing its duties, it may have access to confidential information belonging to the Utility Partners or its customers (the "Confidential Information"). For the purposes of these terms and conditions, Confidential Information does not include information that:
  - i. is or subsequently becomes publicly available without the PRC's breach of any obligation owed to the Utility Partners under these terms and conditions;
  - ii. was known to the PRC before reviewing these terms and conditions;

- iii. the PRC lawfully obtained from a third party under no confidentiality obligation; or
- iv. is independently conceived of and developed by the PRC, its agents or employees, without access to the Confidential Information, as proved by written records.

14.2 The PRC agrees that it will:

- i. not use or reproduce Confidential Information for any purpose other than as and to the extent expressly permitted under these terms and
- ii. not disclose, provide access to, transfer or otherwise make available any Confidential Information other than to employees, agents, third party service providers or subcontractors who reasonably need to know the Confidential Information and who are bound to protect the received Confidential Information from unauthorized use or disclosure.

14.3 The PRC will take all measures reasonably required to maintain the confidentiality and security of all Confidential Information of the Utility Partners or their customers.

**15. General**

15.1 The Utility Partners reserve the right to refuse to review all future applications for a PRC if the PRC fails to comply with these terms and conditions at any time.

15.2 Provision of a rebate under the Programs does not constitute the Utility Partners assuming any ownership interest, either in whole or in part, of the product(s) that are the subject of the rebate.

15.3 The Utility Partners are not responsible for lost, delayed, damaged, illegible or incomplete applications.

15.4 Nothing in these terms and conditions shall be construed as creating a relationship of agency, partnership, joint venture or employment between the Utility Partners and the PRC. Nothing shall be deemed to authorize the PRC to act for, represent or bind the Utility Partners in any way.

15.5 The Utility Partners accept no liability for the purchase, installation, performance, fitness or maintenance of Energy Efficient Measures in conjunction with the Program.

15.6 These terms and conditions will be binding upon and will ensure to the benefit of and enforceable by the respective successors.

- 15.7 The Program and these terms and conditions will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 15.8 All notices required to be provided by the PRC under these terms and conditions or with respect to the Program will be delivered in writing or in a forum specified by the Utility Partners.

## Logo Usage Guidelines for Program Registered Contractors

### Guidelines for Use of the Utility Partner's Logos

By participating as a Program Registered Contractor (“PRC”), you have permission to use the BC Hydro and Fortis BC logos (the “Logos”) only in accordance with the following guidelines:

- i. You acknowledge that the Logos, as depicted below, are registered trademarks whose usage is governed by the corporate guidelines of the Utility Partners.



ii.

- iii. You acknowledge that the Logos represent the positive and recognizable brand image that the Utility Partners have earned with British Columbians.
- iv. You acknowledge and agree that you can only place the Logos in the format depicted above: 1) on your company website, where you describe the services you provide as a PRC; and 2) in your e-mail signature to customers whom you service as part of the Program.
- v. You acknowledge and agree that no other use of the Logos is permitted at this time, including purchased media advertising, business cards, vehicle decals, physical signage or brochures, or any other format not stated above.
- vi. You acknowledge and agree that the Logos cannot be used to promote other aspects of your business that are not relevant to the Program.
- vii. You acknowledge and agree that the Logos cannot be used on a stand-alone basis on your website and your business name and/or logo must be displayed in an equal or more prominent fashion.
- viii. You acknowledge and agree that the Logos cannot appear under headings such as “Partners,” “Qualified,” “Certified” or any other term conveying a meaning other than “Program Registered Contractor.”

### Graphic Standards

- i. All the elements of the Logos are in fixed proportion to each other. You acknowledge and agree that the Logos must never be altered, broken apart and used separately, or manually reproduced in any way.
- ii. You acknowledge and agree that you will not alter the Logos in any way, including cropping, stretching, resizing, changing colours, or adding any other graphic elements.
- iii. You acknowledge and agree to keep an area of clear space on all sides of the Logos to optimize its visual impact. You acknowledge and agree to not add any text, pattern, texture or graphic element should appear within this space.
- iv. You acknowledge and agree to only use the Logos only on white or very light coloured backgrounds.
- v. You acknowledge and agree to that you are prohibited from using the Logos in a black and white version.

## **SCHEDULE B**

### **Code of Conduct Guidelines for Program Registered Contractors**

The Program Registered Contractor (“PRC”) is expected to comply with the Code of Conduct Guidelines issued by BC Hydro and FortisBC (“Utility Partners”). The PRC:

- i. will conduct itself with fairness, integrity and honesty;
- ii. will treat its employees respectfully and in a manner free of discrimination and harassment, and will provide those employees with a safe and healthy workplace;
- iii. will not imply that the PRC is an agent or employee of the Utility Partners;
- iv. will not represent themselves as “FortisBC/BC Hydro contractor,” as “utility certified/qualified” or as a “utility representative”;
- v. will only represent themselves as “independent contractors” that have met the requirements to be listed in the PRC directory;
- vi. will act as an ambassador for energy conservation;
- vii. will use the logo and materials supplied by the Utility Partners to promote the Program and the sale of energy-efficient products and services, in accordance with the Logo Usage Guidelines for Program Registered Contractors established by the Utility Partners as found in Schedule A;
- viii. will handle customer complaints satisfactorily through a managed complaints resolution process within a reasonable time frame;
- ix. will ensure that the work provided to customers meets the standards of industry best practices and is performed in a safe and approved manner;
- x. will commit to customer satisfaction as a fundamental and ongoing principle of its business, and will maintain customer satisfaction levels above industry average;
- xi. will charge customers not more than competitive market rates similar to those charged in the market generally for similar equipment installation and work;
- xii. will provide customers with a suitable warranty program for all equipment and installations, meeting or exceeding the manufacturer's specifications
- xiii. will make available to its customers all available information respecting rebates or other promotional offers available from the Utility Partners; and
- xiv. will represent the PRC terms and conditions truthfully and accurately in any verbal, print or electronic communications with customers.