Dual Fuel Heating System Rebate Program contractor incentive terms and conditions



- A. FortisBC Energy Inc.("FortisBC") offers a Residential Dual Fuel Heating System Rebate Program (the "Program), which provides rebates to eligible customers (each, a "Customer") for qualifying dual fuel system installs.
- B. Subject to these terms and conditions, FortisBC also offers an incentive to licensed gas Home Performance Contractor Network member contractors ("Contractors") who are retained by Customers to provide installation and commissioning services (collectively, the "Installation Services") for qualifying dual fuel heating system installs. The undersigned Contractor wishes to receive the contractor incentive for providing the Installation Services for Customers, subject to these terms and conditions.

I. Dual fuel heating system requirements

- a. Existing/replaced furnace:
 - i. must be natural gas or propane (if piped propane is supplied by FortisBC) furnace that is a minimum of 10 years old;
 - ii. Insurance or warranty claims are not eligible.
- b. New dual fuel heating system must:
 - i. replace an existing furnace at the premises and be the primary source of heat:
 - ii. be an eligible system with an AHRI number listed on fortisbc.com/dualfuel;
 - be installed with a two-pipe direct vent system, despite manufacturer's instructions permitting alternatives;
 - iv. undergo commissioning to ensure it is installed and operating according to best practice;
 - v. have had a heat load calculation completed to ensure appropriate equipment sizing; and
 - vi. have an outdoor switchover temperature control set per the Program requirements.

2. Contractor requirements

a. Contractor Eligibility

The Contractor must:

- have all licences and registrations required by applicable laws to carry on business within FortisBC service territories as a gas contractor and to provide Installation Services;
- ii. be in good standing with Technical Safety BC; and
- be a member in good standing with the Home Performance Contractor Network.
- b. Installation Requirements

The Contractor must:

- i. be retained by a Customer to provide an Installation Service;
- ensure the existing furnace and replacement dual fuel heating system meet the requirements set out in section 1; and
- iii. perform Installation Services in accordance with section 3(a).

3. Performance of Installation Services

a. Standards

The Contractor represents, warrants, covenants and agrees:

- to perform Installation Services in a good, workmanlike and safe manner, in compliance with all applicable laws, codes, industry standards, manufacturer's specifications and FortisBC requirements (including without limitation the <u>High Efficiency Furnace Installation Guide for Existing Houses</u> and <u>Heat Pump Best Practices Installation Guide For Existing Homes</u>) using licensed and qualified persons having the necessary experience, skills and expertise, to the satisfaction of the Customer and FortisBC;
- ii. to carry on business in a professional and ethical manner and to not misrepresent the Program, Program details or the Contractor's relationship with FortisBC;
- to immediately notify FortisBC of any complaint (including a Customer complaint), investigation, enforcement action, or fine threatened or assessed with respect to Installation Services, and to promptly address such matters to the satisfaction of the Customer and FortisBC;
- iv. not to charge more than competitive market rates for Installation Services and/or the dual fuel system purchase;
- to provide a fair and reasonable service contract/warranty program for the Installation Services and for the dual fuel heating system for a

period of at least one year from installation date or manufacturer's specifications.

b. Responsibility for others

The Contractor is solely responsible for persons employed or retained by the Contractor to perform the Installation Services.

c. Site visits

FortisBC may conduct site visits to evaluate the Installation Services and to confirm compliance with these terms and conditions.

4. Contractor incentive

a. Incentive requirements

For each Installation Service performed, the Contractor must provide a fully and accurately completed *Dual Fuel Heating System Pre-Changeout and Commissioning Sheet to the Customer*.

h Amount

Subject to sub-sections (a), (c), (e) and (f), FortisBC will pay the Contractor an incentive of either \$100 for a commissioning sheet completed on paper (while available) or \$300 for a commissioning sheet completed using the prescribed mobile application for each Installation Service performed by the Contractor meeting these terms and conditions. The Contractor is responsible for any applicable tax.

c. Restrictions

Only one incentive per residential dwelling is permitted regardless of the number of eligible installations performed. Incentives will not be paid for Installation Services performed before FortisBC receives these terms and conditions signed by the Contractor.

d. Payment

Incentives will be issued by cheque, on a quarterly basis, (the "Quarterly Incentive") to the Contractor at the address set out below. Incentives cannot be assigned. FortisBC is under no obligation to re-issue a cheque returned as undeliverable or to replace a stale-dated cheque.

e. Evaluation condition

The Contractor is not eligible for and will not receive a Quarterly Incentive if, during that quarter, FortisBC in its sole discretion determines that two or more commissioning sheets are not in compliance with the requirements of section 4(a) or if FortisBC identifies any other non-compliance with these terms and conditions.

f. Subject to customer rebate

The contractor incentive is subject to the Customer receiving their rebate under the Program.

5. Additional terms and conditions

a. Program Changes

FortisBC may modify or terminate these terms and conditions, the Program and the incentive to the Contractor, at any time for any reason. Dates are subject to change. Availability of rebates and incentives may be limited

b. Termination

FortisBC reserves the right, at any time, to terminate the Contractor's participation, and to refuse future applications for an incentive, if the Contractor fails to comply with these terms and conditions.

c. No Relationship

Nothing herein shall create a relationship of agency, partnership, joint venture or employment between FortisBC and the Contractor. The Contractor is not authorized to act for, represent or bind FortisBC in any way or make or purport to give or make any warranty or representation on behalf of FortisBC.

d. Indemnity

The Contractor hereby releases, indemnifies and saves harmless FortisBC and its directors, officers, agents and employees from any liability whatsoever arising from or occurring by reason of the Program or performance of the Installation Services except to the extent caused by the gross negligence or willful misconduct of FortisBC, its officers, employees or agents. This indemnity shall survive termination of the Program and these terms and conditions.

e. Use of Information

FortisBC collects, uses and discloses information in accordance with the <u>Personal Information Protection Act and its Privacy Policy</u>.