

Dual Fuel Hybrid Heating Early Adopter Program Contractor Terms and Conditions



FortisBC Energy Inc. and FortisBC Inc. (collectively, "**FortisBC**") is offering residential gas customers an opportunity to participate in a Dual Fuel Hybrid Early Adopter Program (the "**Program**"), which provide rebates to eligible Participants (each, a "**Participant**") for installing a (i) new air source heat pump; (ii) new furnace; and (iii) new integrated thermostat (collectively, the "**Upgrades**").

FortisBC further offers an incentive to licensed contractors who are retained by a Participant to provide installation and commissioning services in relation to the Upgrades (collectively, the "**Installation Services**") for qualifying system installations who accept these terms and conditions (the "**Terms and Conditions**"). The undersigned licensed contractor (the "**Contractor**") wishes to receive the contractor incentives for providing Installation Services for eligible Participants of the Program.

1. Administrators

1.1 The Program is administered in whole or in part, by FortisBC Energy Inc. and FortisBC Inc. (collectively, "**FortisBC**").

2. Eligibility Requirements

2.1 To be eligible to participate in the Program, 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;
- be in good standing with Technical Safety BC;
- be a fully registered HVAC member of the Home Performance Contractor Network;
- be retained by a Participant to provide Installation Services;
- ensure the existing heating system and Upgrades meet the requirements set out in sections 3 and 4 of these Terms and Conditions;
- perform Installation Services in accordance with sections 3 and 4 of these Terms and Conditions;
- participate in a Program information session with FortisBC as determined by FortisBC in its sole and absolute discretion; and
- respond to evaluation surveys and other requests for information in connection with the Program within the requested timeline during the Program Term (the "Program Term" is defined as the period commencing on April 3, 2023 and terminating on December 1, 2024).

3. General Installation Requirements

3.1 All Upgrades must be installed at the same time.

3.2 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 those set out in section 4, by licensed and qualified persons having the necessary experience, skills and expertise, to the satisfaction of the Participant and FortisBC;
- to carry on business in a professional and ethical manner and to not misrepresent the Programs, Program details or the Contractor's relationship with FortisBC;
- to immediately notify FortisBC of any complaint (including Participant 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 Participant and FortisBC;
- not to charge more than competitive market rates for Installation Services and/or the equipment purchase; and
- to provide a fair and reasonable service contract/warranty program for the Installation Services and for the Upgrades for a period of at least one year from installation date or pursuant to manufacturer's specifications.

3.3 All equipment and products (as listed on the Program webpage) installed as part of the Upgrades must be new, in good working order and not previously installed in another home or building.

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

3.5 FortisBC may conduct site visits to evaluate the Installation Services and to confirm compliance with these Terms and Conditions.

4. Specific Program Equipment Installation Requirements

4.1 The air source heat pump installed at the Property as part of the Upgrades (the "Heat Pump") must:

- be sized to ensure that it has the capacity to meet the heat demand at or below the required temperature set points:
 - Vancouver Island and Lower Mainland: 5°C;
 - Southern Interior and Northern BC: 2°C;

- Must be installed in accordance with the [Heat Pump Best Practices Installation Guide for Existing Homes](#);
- must be a central ducted heat pump;
- must be listed as a Program-eligible system on the Program website.

4.2 The natural gas furnace installed at the Property as part of the Upgrades (the "**Furnace**"), must:

- be installed with a two-pipe direct vent system. Manufacturer's instructions permitting alternatives are not eligible. A photo of the two-pipe direct vent system must be made available upon request;
- must be installed in accordance with the [High-Efficiency Furnace Installation Guide for Existing Houses](#);
- undergo commissioning to ensure it is installed and operating according to best practice. A copy of the completed commissioning sheet must be made available upon request; and
- must be listed as a Program-eligible system on the Program website.

4.3 The integrated thermostat installed at the Property as part of the Upgrades (the "**Thermostat**") must:

- be compatible with both the Heat Pump and the Furnace; and
- be capable of automatically switching between the heating systems based on programmable logic.

5. Required Forms, Documentation and Deadlines

5.1 A Participant that has been notified of pre-approval to the Program has thirty (30) days of receipt of pre-approval to acquire an installation quote and submit to FortisBC for review. Quotes must include:

- a completed heat load calculation;
- equipment model information;
- cost of replacement equipment and installation; and
- description and cost of any upgrades required to install Upgrades. This may include, but is not limited to, electrical panel upgrades, improvements to ductwork, concrete pad and/or ancillary equipment.

5.2 The Installation Services relating to the Upgrades must be completed within thirty (30) days after FortisBC notifies the Participant of their acceptance of their quote.

6. Contractor Incentive

6.1 Subject to these Terms and Conditions, FortisBC will pay the Contractor an incentive of **\$500** for the Installation Services performed by the Contractor at a property meeting these Terms and Conditions (the "**Contractor Incentive**"). The Contractor is responsible for any applicable tax relating to the Contractor Incentive or Installation Services.

6.2 The Contractor must provide a completed FortisBC Furnace Commissioning Sheet to the Participant following the completion of the Installation Services at each Participant's Property.

6.3 Only one Contractor Incentive per residential dwelling is permitted. The Contractor Incentive will not be paid for Installation Services performed before FortisBC receives these Terms and Conditions signed by the Contractor.

6.4 Incentives will be issued by cheque to the Contractor at the address set out above. Contractor Incentives cannot be assigned. FortisBC is under no obligation to re-issue a cheque returned as undeliverable or to replace a stale-dated cheque.

6.5 The Contractor will not receive a Contractor Incentive if a site visit conducted by FortisBC related to this Program identifies non-compliance with these Terms and Conditions or the terms and conditions of the Program.

6.6 The Contractor Incentive is subject to the Participant meeting the terms and conditions of the Program and receiving a rebate under the Program.

6.7 After Installation Services have been completed, the Contractor may be asked by FortisBC to respond to a survey. Participation in this survey is mandatory and the survey must be completed prior to the termination of the Program Term and prior to the payment of the Contractor Incentive.

7. Acceptance/Rejection of Applications

7.1 FortisBC reserves the right to reject Contractor applications which it determines in its sole discretion do not meet the Terms and Conditions or the terms and conditions of the Program.

7.2 Decisions of FortisBC are final and binding and not subject to appeal. FortisBC may provide reasons for their decisions but is under no obligation to do so.

8. Limitation of Liability and Indemnity

- 8.1 FortisBC, not being the designer, manufacturer, provider or installer of the products, equipment, services and/or improvements relating to the Program, makes no representations or warranties whatsoever as to the fitness of, the necessity for, the quality of, or the energy efficiency/savings of, any product, equipment, improvement or service, or the skill or suitability of any contractor. FortisBC accepts no liability or responsibility for the products, equipment, improvements, the services or use of any contractor as it relates to the Program.
- 8.2 The Contractor hereby indemnifies and holds harmless FortisBC and its officers, directors, employees, agents, contractors or representatives (collectively, the "**Representatives**") from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that FortisBC or the Representatives may sustain, incur, suffer or be put to at any time during or after the Contractor's participation in the Program, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor.
- 8.3 This section will survive the termination of the Contractor's participation in the Program.

9. Release

- 9.1 The Contractor irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, FortisBC, its Representatives or any of their respective officers, directors, employees, agents, contractors or representatives for any and all loss or damage arising from participation in the Program or the installation and/or use of products, equipment, services or improvements.
- 9.2 This section will survive the termination of the Contractor's participation in the Program.

10. Additional Terms

- 10.1 FortisBC may modify or terminate the Program at any time and for any reason. Dates are subject to change.
- 10.2 FortisBC may modify the terms or terminate the Program at any time and for any reason, without penalty or further obligation.
- 10.3 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.
- 10.4 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.
- 10.5 FortisBC collects, uses and discloses information in accordance with the Personal Information Protection Act and its Privacy Policy. **For more information on FortisBC's Privacy Policy, visit fortisbc.com/privacy.**

11. General

- 11.1 The Program is governed by and construed in accordance with the exclusive laws of the Province of British Columbia and the laws of Canada. The Contractor and FortisBC and the Representatives hereby attorn to the exclusive jurisdiction of the courts of British Columbia.
- 11.2 All rights and obligations of the Participants and FortisBC and its Representatives which accrued prior to the termination of this Program, or which by their very nature are continuing, will survive termination of this Program, including but not limited to section 8 (Limitation of Liability and Indemnity) and section 9 (Release).