

Terms and Conditions

Business Energy Savings

Business Energy Savings offers incentives to encourage Eligible Participants to purchase and install eligible energy efficient equipment. After a pre-approval reservation is confirmed in writing, installation completed, and the required final documentation submitted and approved, the Participant will receive a cheque to help cover the cost of the equipment. The Technical Eligibility Criteria for all eligible equipment is available at www.energycanada.ca/business-non-profit-and-institutional, click the link titled “PDF of eligible measures” under the “What products are eligible?” section. **Equipment that does not meet the criteria is not eligible for rebate.**

1. Eligibility:

- 1.1. Starting May 18, 2017, Eligible Participants (“Participants”) can apply for rebates for eligible equipment/measures (“equipment” and “measures” are used interchangeably herein).
- 1.2. Rebates/incentives (“rebates” and “incentives” are used interchangeably herein) for both natural gas and electric measures are available to all non-residential electric and/or gas customers located within the province of Alberta (i.e. all rate classes **excluding** residential rate codes) for the purchase and installation of qualifying energy-saving equipment to be installed in a non-residential building unless otherwise specified in these terms.
- 1.3. To be eligible for rebate, projects must be pre-approved and the equipment must be installed and operational.
- 1.4. Participants are ineligible in the event the Carbon Competitiveness Incentive Regulation under the *Climate Change and Emissions Management Act*, or any replacement or successor regulation or Act, is applicable to their facility. Participants agree that the funding received as part of this program is the sole source of funding being received from a Pan-Canadian Framework Program (specifically, the Green Infrastructure funding stream of the Investing in Canada Infrastructure Program, the Disaster Mitigation and Adaptation Fund, and the Clean Technology Funding through the Innovation and Skills Plan). The Participant further represents and warrants that the funding received shall not exceed one hundred percent of the program costs.
- 1.5. Provincially and Federally owned buildings are ineligible.
- 1.6. If the Participant is a renter, they must obtain authorization from their landlord for the installation of the eligible measure(s) per standard lease terms.
- 1.7. Rebates are dependent upon availability of funds and the distribution of rebates across Alberta. Energy Efficiency Alberta reserves the right to deny any application that may result in Energy Efficiency Alberta exceeding its program budget. Energy Efficiency Alberta reserves the right, for any reason, to stop approving energy-savings applications at any time, without notice.
- 1.8. The Participant agrees to convey ownership to Energy Efficiency Alberta, or its successors, all environmental attributes and environmental products that are created or otherwise arise from this project in any jurisdiction, including but not limited to carbon offset credits. This includes any environmental attributes or products from the entire project as entered on the online application and verified by Energy Efficiency Alberta, even those which are not rebated by the program directly. Energy Efficiency Alberta retains the right to adjust

- program guidelines in accordance to amendments to the Government of Alberta's legislation, policies, or protocols surrounding greenhouse gas emissions, carbon accounting or the carbon offset system. The Applicant further attests that said attributes have not been claimed, sold or otherwise transferred to another party.
- 1.9. Facilities must have emissions below 10,000 tCO₂e per year to participate. This includes emissions associated with grid electricity and on-site fuel combustion.
 - 1.10. All rebated equipment must be new. Used or rebuilt equipment is not eligible for rebates.
 - 1.11. Total incentives are limited to \$25,000.00 per facility per program year and \$100,000.00 per parent organization per program year. Total incentive amounts are subject to change.
 - 1.12. Program year-end occurs annually, on March 31.
 - 1.13. Rebates cannot be combined with any other Energy Efficiency Alberta offer or project from Alberta's Climate Leadership Funds.
 - 1.14. Equipment Rebates are subject to change without notice.
 - 1.15. One Participant in one building/facility shall not receive a cumulative incentive for the same eligible measure(s), from any source, such as the program or other government sources, such that the total incentive for a particular eligible measure exceeds fifty percent (50%) of the measure cost (excluding labour, financing and installation cost).
 - 1.16. Submission of a completed application does not entitle the Participant to program participation or guaranteed payment. Entitlement to program benefits can only occur after Energy Efficiency Alberta has reviewed and approved a complete and eligible application with Participant--signed terms and conditions, and has granted approval as required by Energy Efficiency Alberta.
 - 1.17. Equipment must meet the Canadian Certification Standards as outlined by the Standards Council Canada for product approval, or equivalent certification by an applicable Certification body such as ULc, ETLc, CSA, etc. Please see <http://www.municipalaffairs.alberta.ca/documents/330-LEG-ECR-2-rev25.pdf> for additional information regarding product approvals and certification bodies.
- 2. Application Approval and Verification:**
- 2.1. Pre-approval is required to confirm eligibility before purchase and installation of any eligible equipment.
 - 2.2. Once pre-approved, funds for a project will be reserved for 6 months.
 - 2.3. Project work must be completed, as evidenced by submission of the final invoice and proof of payment documentation, prior to the reservation date on the pre-approval reservation letter.
 - 2.4. Energy Efficiency Alberta may change the program and/or the Terms & Conditions at any time without notice. Under such circumstances, the Participant is not entitled to any program incentives in excess of those approved prior to such action by Energy Efficiency Alberta. However, pre-approved applications will be processed to completion under the Terms & Conditions in effect at the time of Energy Efficiency Alberta's pre-approval.
 - 2.5. Pre-approved and reserved funding for project equipment can only be modified in advance of work starting, and are contingent upon available program budget and written approval. In the event that a final project invoice is submitted with equipment different from the pre-approval reservation the application may be denied.

- 2.6. The final project invoice must match the installed equipment. This will be verified during site inspection if required.
 - 2.7. Extensions to reservations may be granted, at the sole discretion of Energy Efficiency Alberta, for extenuating circumstances if an extension request is formally issued in writing to Energy Efficiency Alberta.
 - 2.8. The Participant agrees that all information is true and that the Participant has conformed to all program and equipment requirements.
 - 2.9. When completing the rebate application, the Participant or Participant's representative verifies that the equipment applied for has been correctly installed, the Participant or Participant's representative has been instructed on how to operate and maintain this equipment, and has received all necessary operation and maintenance manuals.
 - 2.10. Energy Efficiency Alberta reserves the right to verify sales transactions, to survey staff involved in the project, and to have reasonable on-site access to the Participant's facility to inspect the equipment being changed out or the energy-savings equipment installed under this initiative, at any time prior to and/or after approval of an application.
 - 2.11. Incomplete or inactive applications will be cancelled after 60 days from the time an application is first created. Applications may also be cancelled without notice at Energy Efficiency Alberta's discretion.
 - 2.12. Applications that are cancelled due to inactivity, other deficiencies, or at the request of the Applicant will not be reinstated, instead a new application will be required.
 - 2.13. If all of the reserved funds are not used as part of a project, remaining funds will be returned to the program and will no longer be reserved for the Participant.
3. **Proof of Purchase:**
 - 3.1. Itemized invoice(s) must be submitted after installation is complete.
 - 3.2. The invoice(s) must indicate the date of purchase, project location address, full model numbers of equipment installed at the projects site, third party equipment identification numbers for DLC and ENERGY STAR qualified equipment, the quantity of each piece of installed equipment, and the unit price.
 - 3.3. Proof(s) of payment, acceptable to Energy Efficiency Alberta, that match the total amount on the invoice must be submitted after installation is complete. Proof(s) of payment that do not match the total amount require an explanation in writing.
 - 3.4. The invoice(s) and proof(s) of payment must be uploaded through the Energy Efficiency Alberta website after installation is complete.
 4. **Removal of Equipment:**
 - 4.1. The Participant agrees to remove and properly dispose/recycle the equipment being replaced by the energy-saving measures in accordance with all legal requirements.
 - 4.2. Energy Efficiency Alberta is not responsible for proper and legal disposal/recycling of any waste generated as a result of this project.
 5. **Compliance:**
 - 5.1. The requirements described in the Eligible Measures List are solely to meet the rebate requirements for the program. They do **NOT** overrule or supersede in any way the permitting regulations, municipal, provincial or federal codes, standards, and any other relevant Acts currently in force. The technical specifications described in this program are meant to be the minimum required by the program to obtain rebates. Where the

- appropriate Authority Having Jurisdiction (“AHJ”) requires a higher standard be in place, the person/company performing the work must follow the AHJ’s requirements. It is the responsibility of the person/company performing the work to know and follow codes, standards, and regulations.
- 5.2. Existing equipment, if applicable, must meet specification requirements and be operating, prior to submitting the application form.
 - 5.3. If, in the future, Energy Efficiency Alberta were to grant incentives or rebates to Service Providers or other market providers, then end-use energy Participants will not be able to claim an incentive or a rebate for the same measure(s), equipment or project that was already rebated to the Service Provider. In any case, only one rebate or incentive will be granted per eligible measure.
 - 5.4. All approved equipment must remain installed at the facility (for a minimum of 5 years after installation) assuming equipment remains in good working condition.
- 6. Payment:**
- 6.1. The rebate cheque must be made out to and delivered to the Participant. There is no ability for the manufacturer, distributor or contractor to receive the rebate cheque.
 - 6.2. Upon final review and approval of an application for eligible equipment installed and operating as intended, Energy Efficiency Alberta will authorize payment, contingent on available funds, to the Participant.
 - 6.3. The incentive payment awarded to the Participant through participation in this program may be taxable by the federal, provincial, and municipal government. The Participant or its designated vendor is responsible for declaring and paying all such taxes.
 - 6.4. Energy Efficiency Alberta will not be responsible for any tax liability imposed on a Participant due to payment of incentives.
- 7. Evaluation, Measurement, and Verification:**
- 7.1. Any Participant receiving an incentive payment may be contacted by an evaluator retained on behalf of Energy Efficiency Alberta to verify project installation or be asked to complete a written, oral, or electronic Participant survey.
 - 7.2. The Participant agrees, for a period of three years after the final incentive payment, to allow Energy Efficiency Alberta or its assigned contractor to conduct on-site inspections to verify that the qualified measures are installed, and to conduct other measurement and verification activities to assess the amount of energy-savings achieved.
 - 7.3. Evaluation, Measurement, and Verification activities may require the installation of energy-monitoring equipment and/or the taking of photographs, both at no charge to the Participant.
- 8. Publicity:**
- 8.1. Energy Efficiency Alberta reserves the right to publicize the Participant’s participation in this program. Energy Efficiency Alberta will request permission before naming individuals, organizations, or facilities.
- 9. Energy Efficiency Alberta logo or any logo associated with the Business Energy Savings program:**
- 9.1. Participants may not use the Energy Efficiency Alberta Program name or logo in any marketing, advertising, or promotional materials without Energy Efficiency Alberta’s prior written permission.
- 10. Warranties:**

- 10.1. Energy Efficiency Alberta does not endorse, guarantee, or warrant any particular Service Provider or other market provider, manufacturer, product, labour, or system design by offering this program. Efficiency Alberta provides no warranties, expressed or implied, for any products or services.
- 10.2. Energy Efficiency Alberta does not expressly or implicitly warrant the performance of installed equipment or Service Provider or installation contractor's quality of work (contact your Service Provider for detailed warranties). Energy Efficiency Alberta does not make any representations of any kind regarding the results to be achieved by the energy-saving measures or the adequacy or safety of such measures, including, but not limited to, warranties of merchantability and fitness for a particular purpose.
- 10.3. The Participant's reliance on warranties is limited to any warranties that may arise from, or be provided by Service Providers, installation contractors, manufacturers, or other market providers, etc.

11. Limitation of Liability:

- 11.1. Energy Efficiency Alberta's sole liability is limited to paying the qualified rebates specified herein.
- 11.2. Participant acknowledges that any Service Provider, installation contractor, or other market provider selected by the Participant is not an agent, contractor or subcontractor of Energy Efficiency Alberta.
- 11.3. Energy Efficiency Alberta shall have no obligation to maintain, remove or perform any work whatsoever on the energy-saving equipment installed.
- 11.4. Neither Energy Efficiency Alberta nor any of its affiliates shall be liable to the Participant or to any other party for a Service Provider's and/or installation contractor's failure to perform, for failure of the energy-saving equipment to function, for any damage to the Participant's premises caused by the Service Provider and/or installation contractor, or for any and all damages to property or injuries to persons caused by or arising from any activities associated with this program.

12. Data Collection and Use

- 12.1. With respect to any information, including personal information, collected by the Program, Energy Efficiency Alberta will only collect, use, and retain or destroy such information in accordance with applicable laws of the Province of Alberta.

Terms and Conditions Acknowledgment Form

All Information is required.

| | | |
|--|-----------|-------------|
| Eligible Participant Point of Contact | | |
| First Name | Last Name | |
| Eligible Participant Organization Name | | |
| Address | | |
| Phone | City | Postal Code |

By my signature below, I represent to Energy Efficiency Alberta that (i) I am authorized to acknowledge and confirm adherence the Terms and Conditions above (ii) the Incentive Application has been completed truthfully and accurately to the best of my knowledge, and (iii) I have read, understand and agree to the Terms and Conditions.

Printed Name

Signature

Date
