

Terms and Conditions

Business Energy Savings

Business Energy Savings offers incentives to encourage Eligible Participants to purchase and install eligible energy efficient products. After a pre-approval reservation is granted, a project has completed installation and final application approval has been communicated, the Eligible Participant will receive a cheque that will help cover the cost of the equipment. The Technical Eligibility Criteria, for all products on a measure-by-measure basis, are available at www.energycanada.ca/business-non-profit-and-institutional, and click “Download a pdf list of all eligible measures.” **Equipment that does not meet the criteria is not be eligible for rebate.**

1. Eligibility:

- 1.1. Starting May 18, 2017, Eligible Participants (“Participants”) can apply for rebates on a first-come, first-served basis for eligible products/measures (“products” and “measures” are used interchangeably herein) purchased on or after March 24, 2017 (as per invoice dates).
- 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. Equipment must be installed and operational to be eligible for rebate.
- 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.
- 1.5. Provincially and Federally owned buildings are ineligible.
- 1.6. If the Participant is a renter, the owner or owner designate of the eligible facility must provide authorization using the Property Owner Acknowledgement on page 6 to install the eligible measure(s).
- 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 Applicant agrees to convey ownership to Energy Efficiency Alberta, or its successors, all environmental attributes and environmental products that are created or are otherwise arises from this project in any jurisdiction, including but not limited to carbon offset credits. 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 in order to participate. This includes emissions associated with grid electricity and all 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. Participants are eligible to receive up to \$25,000.00 of incentives per facility per program year for new project applications submitted on or after July 10, 2018, not to exceed the total of \$100,000.00 per facility within the current program year.
- 1.14. Rebates cannot be combined with any other Energy Efficiency Alberta offer or project from Alberta's Climate Leadership Funds, and are subject to change without notice. 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).
- 1.15. 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.
- 1.16. Products 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. Following installation, the applicant must submit the final invoice and proof of payment.
- 2.2. 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 benefits 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.
- 2.3. Post-installation applications will no longer be accepted for projects started on or after July 10, 2018. Post-installation applications with acceptable proof demonstrating that they started prior to July 9, 2018 and were not completed prior to April 11, 2018 will be accepted until August 7, 2018. Projects that meet the above conditions but are unable to submit an application by August 7, 2018 must communicate their project intent by August 7, 2018 and must be completed and submitted by October 10, 2018.
- 2.4. For an application with a pre-approval reservation, the final invoice and proof of payment documentation must be submitted within 90 days of the reservation date on the pre-approval reservation letter.
- 2.5. Pre-approved reservation equipment quantity and associated values can only be increased in advance of work starting, and are contingent upon available program budget. In the event that a final project invoice for work completed is submitted with a higher quantity of equipment than was reserved via pre-approval the applicant will not receive additional incentive.

- 2.6. 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.
 - 2.7. Participant agrees that all information is true and that the Participant has conformed to all program and equipment requirements.
 - 2.8. When completing the incentive claim application, the Participant or Participant's representative verifies that the equipment applied for has been installed correctly, 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.
 - 2.9. 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 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 after approval of an application.
 - 2.10. In the case of certain measures, outlined in the Technical Eligibility Criteria of the Eligible Prescriptive Measures List which are provided online at www.energycanada.ca, Participants are required to keep proof of the replaced equipment. Proof of the replaced equipment can take the form of: (a) keeping the replaced equipment in stock through reception of the incentive payment and verification process; or, (b) photographs of the existing and replaced equipment. In case of photographic proof, the photographs must show, at minimum: the equipment fully installed on the premises prior to the application being approved and installed as a result of the project, including a close up of nameplate of the equipment showing key technical characteristics. The application may add more specifications by specific piece of equipment, which must be followed.
3. **Proof of Purchase:**
 - 3.1. An itemized invoice or invoices must be submitted post- -installation detailing the new equipment purchased and installed.
 - 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 product identification number for DLC and ENERGY STAR equipment, the quantity of each piece of installed equipment, and the unit price.
 - 3.3. Proof(s) of payment must be submitted post- completion of the installation that matches the total amount on the invoice.
 - 3.4. The invoice(s) and proof(s) of payment must be uploaded through the Energy Efficiency Alberta website upon project completion.
 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.

All approved equipment must remain installed at the facility (for a minimum of 5 years, assuming products remain 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. Energy Efficiency Alberta will authorize payment following installation of eligible products operating as intended and upon the application’s final review and approval, should funds be available.

6.3. The incentive cheque will typically be mailed four (4) weeks after the project receives payment approval.

6.4. Incomplete applications will be cancelled.

6.5. 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.

6.6. 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 or higher efficiency equipment is 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 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 or 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 any particular Service Provider or other market provider, manufacturer, product, labour, or system design by offering this program.
- 10.2. Energy Efficiency Alberta does not endorse, guarantee, or warrant any particular manufacturer or product, and Energy Efficiency Alberta provides no warranties, expressed or implied, for any products or services.
- 10.3. 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.
- 10.4. 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.

FACILITY CONTACT / PARTICIPANT INFORMATION*		
First Name	Last Name	
Company Name		
Address		
Phone	City	Postal Code
FACILITY INFORMATION* (if different from facility contact / customer information)		
First Name	Last Name	
Company Name		
Physical Address (where the equipment is installed)		
Phone	City	Postal Code

FACILITY CONTACT / PARTICIPANT ACKNOWLEDGMENT

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

Section below is applicable to renters / leasees only.

PROPERTY OWNER INFORMATION*		
First Name	Last Name	
Company Name		
Address		
Phone	City	Postal Code

PROPERTY OWNER AUTHORIZATION (if different from facility contact / customer)

By my signature below, I represent to Energy Efficiency Alberta that (i) I authorize the named Facility Contact to participate in the program (ii) I have read and understand and this agreement, and I accept and agree to its Terms and Conditions.

Property Owner Signature

Date