

Eligible homeowners who make certain energy efficiency upgrades (“Upgrade(s)”) to their homes in accordance with these terms and conditions are eligible to receive rebate(s) under this Program. You must review and agree to the following terms and conditions (the “Terms and Conditions”) for the Home Improvement Rebate Program (the “Program”).

The terms, including the rebate amount, applicable to you will be those offered at the time you installed the eligible products and agreed to these Terms and Conditions.

1. ELIGIBILITY REQUIREMENTS

In order to be eligible for a rebate(s) under the Program, all Participants must satisfy the following general eligibility requirements in this Eligibility Requirements section, in addition to the Upgrade-specific requirements (each individual that meets these eligibility requirements is a “Participant”).

A) General Eligibility Requirements

- i. The structure to be upgraded (“Residence”) must be a one of the following types of single-family homes:
 - a. Detached or semi-detached home;
 - b. Side-by-side duplex, row home, or townhouse;
 - c. Mobile/modular homes on a permanent foundation with a permanent water supply and intended as a residence
- ii. Participants must be owner of the Residence and be an individual over the age of 18, or a corporation;
- iii. The Residence must be the owner’s principle residence, the primary residence of a tenant where the Upgrade(s) will be, or must otherwise be used for residential purposes such as in the case of community owned, band owned, or corporately owned Residences;
- iv. The Residence must be an occupied single-family home with an Alberta address, serviced by natural gas and/or electricity with independent utility accounts;
- v. Participants must choose a Participating Contractor found on the Energy Efficiency Alberta website (www.energycanada.ca).
- vi. The Participant will be required to sign a Customer Release Form that the Participating Contractor will provide the Participant. The Customer Release Form gives permission to the Participating Contractor to submit a claim on the Participant’s behalf and send your relevant information to Energy Efficiency Alberta;
- vii. Participants are responsible for complying with all applicable laws, regulations, and bylaws regarding permits, codes, restrictions and inspections in relation to any Upgrade, improvement, product or equipment installed for this Program and for ensuring that appropriate products and installation techniques are used that do not compromise their Premises’ structure, indoor air quality, and safety;
- viii. Applications for eligible Upgrades must be submitted within thirty (30) days of project completion, and no later than January 24, 2020;

- ix. All applications for Upgrades completed after October 24, 2019 must include at least one of the following types of documentation dated on or before October 24, 2019 that provides proof of project commitment by the Participant to the completion of an eligible Upgrade:
 - a. Contract signed by Participant that includes eligible Upgrade details and project cost;
 - b. Copy of email acceptance from Participant of the eligible Upgrade details and project cost;
 - c. Copy of the Participant's deposit cheque paid to the contractor accompanied by a written or email quote for the eligible Upgrade from the contractor;
 - d. Copy of the Participant's receipt for payment of deposit to the contractor accompanied by a written or email quote for the eligible Upgrade from the contractor; or
 - e. Copy of a credit card receipt for the deposit paid to the contractor accompanied by a written or email quote for the eligible Upgrade from the contractor.

At a minimum, documentation of project commitment must include the date, customer name and/or installation address, and must clearly indicate the eligible upgrade to be completed and the quoted cost.

B) General Ineligibility Limitations

- i. Homes under construction, unoccupied homes, summer homes or cottages;
- ii. Multi-unit residential buildings such as high-rise condominiums, apartment buildings or other multi-unit residential buildings;
- iii. Provincially or Federally owned buildings and residences;
- iv. Garages (heated or unheated), workshops, enclosed porches, verandas, sunrooms and outbuildings;
- v. New construction homes or a new addition to an existing Residence;
- vi. Upgrades already in progress prior to the involvement of a Participating Contractor, upgrades already complete prior to the involvement of a participating contractor, and similar circumstances where the condition of the home prior to changes being made cannot be confirmed;
- vii. Upgrades completed after October 24, 2019 that do not include valid proof of project commitment to the completion of an eligible Upgrade as detailed in Section A in the application.

2. PRODUCT SPECIFIC ELIGIBILITY REQUIREMENTS

A) To Be Eligible for A Rebate for Insulation You Must Meet the Following Requirements:

- i. Any and all materials used for any insulation project must be new, purchased in Canada, and must have a verifiable R-value, as evaluated by the Canadian Construction Materials Centre ("CCMC") or equivalent;
- ii. Rebates are calculated based on the net increase in R value from before the Upgrade began to its completion, the house component upgraded, and the area of the Upgrade. If insulation was removed through the course of the Upgrade the rebate will be based on the difference of what was originally in place, and the ending R-value of the completed Upgrade. If insufficient evidence can be provided of the starting R-value, Energy Efficiency Alberta will determine a reasonable starting R-value based on typical insulation values for the era, type and size of home;
- iii. Within thirty (30) days after the completion of an eligible insulation Upgrade or before or on January 24, 2020, whichever comes first, the Application must be completed by the Participating Contractor and received by Summerhill accompanied with all required supporting invoices and original receipts with respect to the material and measures for which the Contractor is claiming the rebate, all in accordance with these Terms and Conditions, on the customer's behalf;
- iv. For Upgrades completed after October 24, 2019 and on or before January 24, 2020, applications must include proof of project commitment dated on or before October 24, 2019, as detailed in Section A;
- v. The insulation rebate amount cannot exceed 60% of the installed cost of the eligible Upgrade identified on the invoice before GST, or the category limit of \$3,500CAD;
- vi. Energy Efficiency Alberta and its agents reserves the right to visit and inspect the Residence at an agreed upon time from after the claim submission until six (6) months after the submission of the insulation Upgrade. Any quality assurance visits will be scheduled at a time that is convenient for the Participant.
- vii. The submission of a Prequalification by the contractor in no way binds Energy Efficiency Alberta to grant or pay a rebate where these Terms and Conditions have not been met, or information in an Application is determined by Energy Efficiency Alberta to be inaccurate or incorrect.
- viii. Rebates will be calculated based upon the information and calculations set forth in the Rebate Calculator. In determining the amount of any rebate, the applicable R-value listed by the CCMC or equivalent at the time of rebate calculation shall be used. Any rebate, if paid, will be paid to the Participant.

B) To Be Eligible for A Rebate for Window Replacement You Must Meet the Following Requirements:

- i. Replace your current window(s) with ENERGY STAR® TRIPLE PANE, LOW-E, ARGON window(s) as described on the Energy Efficiency Alberta website: www.energycanada.ca.
- ii. The Application must be completed by the Participating Contractor and received by Summerhill accompanied with all required supporting invoices and original receipts with respect to the material and measures for which the Contractor is claiming the rebate,

- all in accordance with these Terms and Conditions, on the customers behalf, within thirty (30) days of the completion of an eligible window Upgrade or on or before January 24, 2020, whichever comes first;
- iii. All applications for Upgrades completed after October 24, 2019, must include proof of project commitment, as detailed in Section A, dated on or before October 24, 2019;
 - iv. Any and all materials used for any window project must be new, purchased in Canada, and must have a verifiable u-value.
 - v. Rebates are calculated based on the energy performance of the window based on its u-value and an approximation of the u-value of the window that was removed;
 - vi. The window rebate amount cannot exceed the 60% of installed cost of the eligible Upgrade identified on the invoice before GST, or the category limit of \$1,500CAD;
 - vii. Energy Efficiency Alberta and its agents reserves the right to visit and inspect the Residence at an agreed upon time from after the claim submission until six (6) months after the submission of the window Upgrade. Any quality assurance visits will be scheduled at a time that is convenient for the Participant.
 - viii. Rebates will be calculated based upon the information and calculations set forth in the Rebate Calculator. In determining the amount of any rebate, the applicable u-value listed provided by the window manufacturer at the time of rebate calculation shall be used. Any rebate, if paid, will be paid to the Participant.

C) To Be Eligible for A Rebate for Tankless Hot Water Heating You Must Meet the Following Requirements:

- i. Replace your current domestic hot water heater with an ENERGY STAR® TANKLESS HOT WATER HEATER as described on the Energy Efficiency Alberta website: www.energycanada.ca
- ii. Rebates are only available for upgrades of hot water heating systems used for domestic hot water only – combination heat/hot water, or any radiant space heating uses are ineligible;
- iii. The Application must be completed by the Participating Contractor and received by Energy Efficiency Alberta accompanied with all required supporting invoices and original receipts with respect to the material and measures for which the Contractor is claiming the rebate, all in accordance with these Terms and Conditions, on the customers behalf within thirty (30) days after the completion of a eligible tankless hot water Upgrade or on or before January 24, 2020, whichever comes first;
- iv. Applications for Upgrades completed after October 24, 2019, must include proof of project commitment, as detailed in Section A, dated on or before October 24, 2019;
- v. Any and all tankless hot water systems must be new, purchased in Canada, and must have a verifiable energy factor (EF), and listed on the ENERGY STAR certified products website (<https://www.energystar.gov/productfinder/product/certified-water-heaters/results>).

- vi. Rebates are calculated based on the EF of the new tankless hot water heating system compared to the known (or if not known, the estimated) EF of the replaced hot water tank;
- vii. The tankless hot water rebate amount cannot exceed 60% of the installed cost of the eligible Upgrade identified on the invoice before GST, or the category limit of \$1,000CAD;
- viii. Summerhill reserves the right to visit and inspect the Residence at an agreed upon time from after the claim submission until six (6) months after the submission of the domestic hot water Upgrade. Any quality assurance visits will be scheduled at a time that is convenient for the Participant.
- ix. Rebates will be calculated based upon the information and calculations set forth in the Rebate Calculator. In determining the amount of any rebate, the applicable EF listed by NRCan or ENERGYSTAR at the time of rebate calculation shall be used. Any rebate, if paid, will be paid to the Participant.

By having a Participating Contractor apply for the Rebate on your behalf, you represent and warrant that you have met the above related eligibility requirements.

D) To Be Eligible for A Rebate for Drain Water Heat Recovery You Must Meet the Following Requirements:

- i. Install a drain water heat recovery device which satisfies CSA B55.1 and CSA B55.2 and is listed in Natural Resources Canada's Hot 2000 energy modeling software.
- ii. Installation of the device, must be completed and claim must be submitted by a participating contractor;
- iii. The Application must be completed by the Participating Contractor and received by Summerhill accompanied with all required supporting invoices and original receipts related to the material and measures for which the Contractor is claiming the rebate, all in accordance with these Terms and Conditions, on the customers behalf, within thirty (30) days after the completion of an eligible drain water heat recovery Upgrade or on or before January 24, 2020, whichever comes first;
- iv. Applications for Upgrades completed after October 24, 2019, must include proof of project commitment, as detailed in Section A, that is dated on or before October 24, 2019;
- v. Any and all drain water heat recovery devices must be new, purchased in Canada, and must have verifiable performance data provided by NRCan;
- vi. Rebates are calculated based on the heat recovery rate of the new drain water heat recovery device compared to the energy usage without drain water heat recovery installed, there is no rebate for replacement drain water heat recovery devices;
- vii. The drain water heat recovery rebate amount cannot exceed 60% of the installed cost of the eligible Upgrade identified on the invoice before GST, or the category limit of \$500CAD;
- viii. Energy Efficiency Alberta and its agents reserves the right to visit and inspect the Residence at an agreed upon time from after the claim submission until six (6) months after the submission of the drain water heat recovery Upgrade. Any quality assurance visits will be scheduled at a time that is convenient for the Participant.

- ix. Rebates will be calculated based upon the information and calculations set forth in the Rebate Calculator. In determining the amount of any rebate, the applicable heat recovery factors listed by NRCAN or ENERGYSTAR at the time of rebate calculation shall be used. Any rebate, if paid, will be paid to the Participant.

By having a Participating Contractor apply for the Rebate on your behalf, you represent and warrant that you have met the above related eligibility requirements

3. NO SUMMERHILL OR ENERGY EFFICIENCY ALBERTA ENDORSEMENT

You agree that you have independently selected your Participating Contractor and have done all things that are appropriate to assess your Participating Contractor's suitability and qualifications. You have properly contracted for the services and products required, including where appropriate, seeking legal advice.

4. REBATE SUBMISSION INFORMATION

Your Participating Contractor will fill out your rebate application on-line including relevant photos and documentation. However, it is your responsibility to endorse the Customer Release Form, confirm the details of your project and accept these Terms and Conditions through that process. Once your claim is approved, the homeowner will review the scope of work for which a rebate has been applied for and that the information being submitted on your behalf in the incentive application is correct.

You should keep the original invoice(s) provided to you by the Participating Contractor in case you need warranty service. Any documentation submitted to Energy Efficiency Alberta will not be returned.

5. REBATE PAYMENT

The rebate will be issued in the form of a cheque payable in Canadian funds to the Participant named in the rebate application and mailed to the address stated therein. Rebate cheques must be cashed on or before March 31, 2020. Please allow six to eight (6 – 8) weeks for cheque delivery from the date you approve the full claim that was submitted on your behalf.

You may check the status of your incentive application by calling the Energy Efficiency Alberta call centre at 1-844-357-5604.

Rebates must be claimed within 6 months of program termination.

6. DISCLOSURE; CONSENT TO USE INFORMATION

You hereby consent to the collection, use, disclosure and other handling of any information provided by you and/or your Contractor to Summerhill including personal information (the "Participant Information") by Energy Efficiency Alberta for purposes relating to the operation, administration or assessment of the Initiative or these Terms and Conditions, and in connection with any reporting activities relating to the Initiative, including for purposes of reporting, follow-

up surveys, studies and audits, and the provision to Energy Efficiency Alberta of my past and current energy usage for such purposes, which such use will include, without limitation: (i) sharing of Participant Information among Energy Efficiency Alberta or its agent; (ii) use by Energy Efficiency Alberta and its agents of the Participant Information provided by you to conduct, analyze and report on the results of the Initiative and surveys, and modify the Initiative based on such surveys; and (iii) disclosure to the Alberta Ministry of Energy, Alberta Ministry of Environment and Parks, Alberta Energy Regulator, Alberta Energy Supply Operator or their respective successors. You hereby acknowledge that the Participant Information may be accessible to third parties under Alberta's Freedom of Information and Protection of Privacy Act.

You understand that in connection with surveys, studies and audits, Energy Efficiency Alberta or its agent may contact you directly. You also consent to Energy Efficiency Alberta or its agent contacting you including by email and other electronic communication for purposes of follow-up surveys, studies and audits, future conservation programs, customer satisfaction surveys, and other related purposes and understand that I may withdraw this consent at any time by contacting Energy Efficiency Alberta at hello@efficiencyalberta.ca.

7. NOTICE

Any misrepresentation, failure to meet the eligibility criteria set out in Section 1 or other requirements set out herein or other breach of these Terms and Conditions, or submission of multiple rebate claims for the same work or any other fraud will void your participation in the Initiative and you will be required to repay any amounts received for ineligible claims issued through the Program. Through the endorsement of the Customer Release Form, the Participant empowers their Participating Contractor to submit a claim on their behalf which will be evaluated by Energy Efficiency Alberta for accuracy and legitimacy. The Participant's acceptance of the claim through the approval process concludes the third-party relationship and binds the Participant to these Terms and Conditions.

All claims are subject to review and approval by Energy Efficiency Alberta and its agent. Late, non-compliant, improperly submitted or incomplete incentive claims, as determined by Energy Efficiency Alberta at its sole discretion, will be rejected.

Energy Efficiency Alberta reserves the right to cancel the Program at any time, at its sole discretion.

8. INDEMNITY

You will indemnify and save harmless Energy Efficiency Alberta, its agent and their respective directors, officers and employees from any and all liability and all claims, losses, damages (including indirect or consequential damages), expenses and proceedings for personal injury (including death) or property damage of any person relating to, in connection with, resulting from, or arising out of the Initiative or any other matter contemplated by these Terms and Conditions.

9. MEASUREMENT, VERIFICATION AND EVALUATION

Summerhill reserves the right to perform onsite verifications to confirm the accuracy of any Upgrade and to confirm other relevant information related to Program eligibility. Participants agree to provide reasonable access to their Premises for the purpose of Program validation for up to six (6) months following the receipt of a rebate application. Site verification contractors will need access to any portion of the home that has been retrofitted for rebates in the applicable Premises. No warranty is implied by this inspection.

They will be required to document and take pictures of the Premises and/or installed equipment. Before issuing a rebate, Energy Efficiency Alberta is entitled to verify information provided on the Program application, by directly contacting any party associated with the Upgrade(s), or by any other reasonable means. Participants must retain copies of all supporting documentation required for rebate eligibility for at least one (1) year from the date of application, including but not limited to, all contractor agreements, invoices and product receipts.

10. ENVIRONMENTAL ATTRIBUTES

As a condition of the payment of any incentive by Energy Efficiency Alberta under these Terms and Conditions, the Applicant agrees to convey ownership to Energy Efficiency Alberta, or its successors, all environmental attributes and environmental products that are created or otherwise arise from the project that is the subject of the application 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.

11. THIRD PARTY BENEFICIARIES

Except as provided in Sections 2, 5, 7 and 8, these Terms and Conditions are solely for the benefit of:

- (a) Energy Efficiency Alberta, and its successors and assigns, with respect to your obligations under these Terms and Conditions, and
- (b) You and your successors with respect to the obligations of Energy Efficiency Alberta under these Terms and Conditions; and these Terms and Conditions will not be deemed to confer upon or give to any other person any claim or other right or remedy.