

**Residential Rebates Program – GreenON Rebates
CONTRACTOR PARTICIPATION AGREEMENT – COVER PAGE**

This Contractor Participation Agreement - Cover Page must be filled out and executed by the Representative (identified below) of any contractor wishing to participate in the Residential Rebates Program - GreenON Rebates (the “Program”) administered by the IESO.

Contractor Legal Name: _____

Contractor Business Name (if applicable and different from above): _____

Representative: _____

Address: _____

City/Town: _____

Postal Code: _____

Telephone: _____

Facsimile: _____

Email: _____

- Contractor-Selected Qualifying GreenON Measures (mark those Qualifying Measures for which Contractor meets eligibility requirements and seeks to participate in the Program):
- Air Source Heat Pump for non-electrically heated homes
 - Ground Source Heat Pump
 - Non-spray Foam Insulation and Air Sealing
 - Spray Foam Insulation and Air Sealing
 - ENERGY STAR® Most Efficient Windows

_____ Please indicate by initialing or marking this line if you wish the IESO to communicate with you by email in connection with future conservation programs, customer satisfaction surveys and other related purposes. You may withdraw your consent at any time, by contacting the IESO at customer.relations@ieso.ca or 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1.

BY SIGNING BELOW, the Contractor acknowledges that the Contractor has reviewed, and understands and agrees to be bound by, the terms and conditions of this Contractor Participation Agreement, which is comprised of this Cover Page and the General Terms and Conditions (attached as Schedule 1, inclusive of any and all appendices, schedules or annexes thereto).

CONTRACTOR:

Signature: _____

Contractor Legal Name: _____

Signatory Name: _____

Title: _____

Date: _____

I have authority to bind the Contractor.

**Residential Rebates Program – GreenON Rebates
CONTRACTOR PARTICIPATION AGREEMENT
Schedule 1 – General Terms and Conditions**

I, the Representative (as defined on the Contractor Participation Agreement – Cover Page (the “Cover Page”)), am authorized to represent and bind the Contractor (as defined on the Cover Page), which is the person or company that is the contractor participating in the Program, pursuant to the terms and conditions of this Contractor Participation Agreement (“Agreement”). This Agreement will supersede and fully replace any previous agreement(s) made by the Contractor in favour of the Independent Electricity System Operator (“IESO”) with respect to the Program.

The purpose of this Agreement is to

1. Contractor Eligibility Criteria

The Contractor hereby agrees and understands that it will only be admitted to participate in the Program as a Contractor upon satisfaction of the following conditions: (i) meeting all of the eligibility requirements with respect to each Qualifying GreenON Measure (as defined in Section 3 below) selected by the Contractor on the Cover Page; (ii) this Agreement and other required documentation being received and approved by the IESO (or its agent, as applicable); and (iii) the Contractor’s application for enrollment in respect of such Qualifying GreenON Measures being approved by the IESO (or its agent, as applicable).

The Contractor hereby represents and warrants now and each time that an application for a Participant incentive provided pursuant to the Program (each, an “**Incentive Application**”) is submitted in respect of products purchased through, or services performed by, the Contractor, that:

- (a) each technician installing products or performing services in respect of any Qualifying GreenON Measure, whether employed, contracted or otherwise used by the Contractor participating in the Program, possesses the applicable valid license and any other required qualifications identified on the Program Website (as may be updated from time to time) that corresponds to the Qualifying GreenON Measure;
- (b) the Contractor possesses a valid letter of clearance from the Ontario Workplace Safety & Insurance Board (unless the Contractor is a sole proprietor);
- (c) the Contractor maintains, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater (or the equivalent), valid general liability insurance (for third party bodily injury, personal injury and property damage) with coverage limits in the amount of at least equal to \$2 million per occurrence and automobile insurance with limits of at least \$1 million per occurrence;
- (d) the Contractor has submitted proof of each of the foregoing insurance to the IESO or its agent;
- (e) the Contractor is duly qualified and able to sell and install the Qualifying GreenON Measures selected by the Contractor on the Cover Page, in accordance with the requirements of all applicable laws; and
- (f) all information provided by the Contractor to the IESO or its agent and all Incentive Applications completed and submitted by, or related to, the Contractor are true, accurate and complete, and not misleading.

The Contractor will, within thirty days of signing this Agreement:

- (a) have informed itself of, and be familiar with, all of the terms and conditions of the Program, including the Consumer Terms and Conditions (the “**Terms and Conditions**”) and the rules and eligibility criteria for the Program which can be found at www.greenon.ca/insulation-and-windows, www.greenon.ca/GSHP, and www.greenon.ca/ASHP (the “**Program Website**”);

- (b) name the IESO, Green Ontario Fund (defined below) and Province of Ontario as additional insured on their general liability insurance policy;
- (c) have completed the online orientation in respect of the Program found on the Program Website (the “**Contractor Orientation**”); and
- (d) ensured that each technician employed, contracted or otherwise used by the Contractor participating in this Program for the installation of Qualifying GreenON Measures has successfully completed the mandatory contractor training course(s) identified on the Program Website that corresponds to the Qualifying GreenON Measure selected by the Contractor on the Cover Page, within one month of signing this Agreement (the “**Contractor Training Program**”), unless an extension to the one month time period is provided by the IESO.

2. Describing the Program

The Contractor will:

- (a) prior to selling or agreeing to install any Qualifying GreenON Measure, give any consumer participating or seeking to participate in the Program (the “**Participant**”) a copy of Terms and Conditions and describe the process for submitting the Incentive Application pursuant to Section 5;
- (b) provide all Participants with sufficient opportunity to read the Terms and Conditions and information on the Program Website; and
- (c) distribute to Participants any and all notices or other information provided to the Contractor by the IESO (or its agents) from time to time in relation to the Program.

3. Qualifying GreenON Measures

The Contractor will:

- (a) verify for the Participant that the measure(s) proposed to be installed is eligible for an incentive under the Program (a “**Qualifying GreenON Measure**”), by confirming that the measure is included on the eligible measures list to be found at www.greenoncontractorresources.ca, which list may be amended and updated by the IESO;
- (b) ensure the Qualifying GreenON Measure is installed in accordance with all applicable laws and requirements (including, in the case of installation of insulation, in accordance with Section 9.25 of the *Building Code* (Ontario) made under the *Building Code Act, 1992* (Ontario)), and in accordance with the standards covered in the Contractor Training Program;
- (c) immediately and clearly disclose to Participants the incentive amounts they are eligible to receive for the applicable Qualifying GreenON Measure(s) based on the incentive amounts shown at www.greenoncontractorresources.ca, which amounts may be amended and updated by the IESO;
- (d) advise Participants that they are entitled to the full amount of the incentive if they meet the eligibility criteria and follow the processes set out in the Terms and Conditions; and
- (e) not receive or share in all or any part of the incentive for a Qualifying GreenON Measure, either directly or indirectly, through increases in product or services costs or otherwise.

4. Proofs of Purchase

The Contractor must provide Participants with invoices or other proofs of purchase, each of which will show: the Contractor’s name, the Ontario address at which the Qualifying GreenON Measure(s) was installed, the date of installation, the description, model number and serial number (where applicable) of the Qualifying GreenON Measure, and the full amount actually paid by the Participant for the Qualifying GreenON Measure and installation thereof, all of which must be clearly legible to be valid.

5. Incentive Application Submission Process

The GreenON Contractor will:

- (a) explain to the Participant the process for submitting the Incentive Application, either on-line or by mail (if a paper copy), and the process for submitting a copy of the proof of purchase;
- (b) advise the Participant to keep his or her original invoice(s) received from the Contractor in case warranty service is required, and to make copies of all documents submitted with the Incentive Application, as documentation submitted to the IESO or its agents will not be returned;
- (c) advise the Participant that the purchase and installation of Qualifying GreenON Measures must occur before the next March 31st, unless the Contractor has been advised by the IESO that the Program is being extended, in which case the Contractor shall advise the Participant of the new Program completion date; and
- (d) advise the Participant that any misrepresentation, fraudulent information or multiple incentive claims will void the Program offer.

The Contractor acknowledges and agrees to advise the Participant that all Incentive Applications and proofs of purchase must be (i) post-marked or date-stamped, or (ii) in the case of Incentive Applications submitted on-line, received by the IESO, no later than April 30th for Qualifying GreenON Rebate Measures installed in the prior 12-month period ending on March 31st. The Contractor will advise Participants that any late Incentive Applications will be considered null and void, and that no exceptions will be made, and Participants must allow 8 to 12 weeks after mailing in the proof of purchase to receive the incentive.

6. Filling-out the Incentive Application

- (a) Where the Participant wishes to submit the Incentive Application on-line, the Contractor will complete the Incentive Application found in the “GreenON Rebates Contractor Login” pages located on the Program Website and upload the required proof of purchase. The Contractor must not verify the Incentive Application on the Participant’s behalf, as the Participant is required to do so.
- (b) Where the Participant wishes to submit a paper copy of the Incentive Application, the Contractor will complete an on-line Incentive Application, print it, and provide it to the Participant for verification along with the required proof of purchase. The Contractor must not verify or mail-in the Incentive Application on the Participant’s behalf, as the Participant is required to do so.

7. Participant Satisfaction

The Contractor will:

- (a) only install new (unused) equipment for any of the Qualifying GreenON Measures and ensure that Participants are satisfied with its services and products;
- (b) instruct Participants on the proper use of the Qualifying GreenON Measures;
- (c) advise Participants of the installation measures taken to optimize energy efficiency;
- (d) not say or do anything that indicates directly or indirectly that the IESO, the Ontario Climate Change Solutions Deployment Corporation (“**Green Ontario Fund**”), or the Province of Ontario or their respective agents (collectively, the “**Program Operators**” and each, individually, a “**Program Operator**”) endorses the Contractor, or guarantees or assumes responsibility for the conduct of, or products or services provided by the Contractor, nor for any damages or losses caused by, or claims or liabilities arising in connection with, the Contractor, the applicable Qualifying GreenON Measure(s) or the Contractor’s participation in the Program; and
- (e) not say or do anything that indicates directly or indirectly that there is any relationship of agency, partnership, joint venture or otherwise between the Contractor and any of the Program Operators or any governmental authority.

8. Personal Information and Privacy

The Contractor acknowledges and agrees that it will:

- (a) be collecting, using, disclosing and/or otherwise processing information about Participants (“**Customer Information**”) in its role as a service provider to the Participant (and not on behalf of the IESO);
- (b) comply with all federal and provincial privacy legislation applicable to the Contractor when collecting, using, disclosing or otherwise processing Customer Information;
- (c) not collect, use, disclose or otherwise process Customer Information unless it has obtained all consents necessary for such collection, use, disclosure or other processing of Customer Information;
- (d) not collect, use, disclose or otherwise process Customer Information for any purpose other than providing services to the Participant in connection with the Program; and
- (e) implement physical, technical, administrative and other organizational measures to safeguard the Customer Information against loss, theft, damage or unauthorized or unlawful access or processing, including in the event of a disruption, disaster or failure of the Contractor’s primary systems or operational controls.

9. General

The Contractor will:

- (a) support the stated objectives of the Program;
- (b) comply with all requirements of the Contractor Orientation;
- (c) comply with all requirements of the Contractor Training Program;
- (d) not exert undue pressure on Participants;
- (e) not make any offer or provide any promotional material to a Participant that is inconsistent with the terms and conditions of this Agreement or the Program;
- (f) offer industry standard warranties (for both products and services) to all Participants who purchase from, and have the Contractor install, a Qualifying GreenON Measure;
- (g) make best efforts to remove and dispose of all materials and equipment that have been replaced by Qualifying GreenON Measures in an environmentally-sound manner; and
- (h) not make any statement or take any action in respect of the Program or any Qualifying GreenON Measure that is false, misleading, likely to mislead or not in good faith.

10. Term and Termination

- (a) Unless earlier terminated as provided in this Section 10 or pursuant to Section 11, this Agreement will terminate on March 31, 2019. Sections 10, 12, 14, 15 and 16 and the applicable provisions of Sections 8, 18 and 20 of this Agreement will survive the termination of this Agreement. The IESO shall have the right to extend the term of this Agreement for two consecutive one-year terms, by providing thirty (30) days’ notice to the Contractor.
- (b) The Contractor may terminate this Agreement at any time upon written notice to the IESO, provided that in the event of such termination, the Contractor will continue to work with the IESO and any Participant as necessary to complete any Incentive Applications with respect to any Qualifying GreenON Measures installed by the Contractor prior to such termination.
- (c) The Contractor agrees and acknowledges that its participation in the Program is at the sole discretion of the IESO. The IESO may terminate this Agreement, for any reason whatsoever, with or without providing reasons, upon 30 days’ notice to the Contractor. The effective date of the termination shall be specified in such notice.
- (d) The IESO may terminate this Agreement, effective immediately, in the event of any breach by the Contractor of this Agreement, including any misrepresentation by the Contractor to the IESO or any Participant, any failure to meet the eligibility criteria set out in Section 1, any failure to meet or comply with any requirement contained herein, in

the Contractor Orientation or in the Contractor Training Program, any misuse of the IESO's intellectual property, any submission of multiple incentive claims relating to a single installation of a Qualifying GreenON Measure or any fraud or suspected fraud. Any such termination of this Agreement by the IESO in the event of any breach by the Contractor is in addition to any other remedies available to the IESO at law or in equity and any failure by the IESO to terminate this Agreement shall be without prejudice to the IESO in exercising any such remedies.

- (e) The IESO reserves the right to cancel the Program at any time in its sole and absolute discretion, in which case this Agreement will be terminated, effective immediately, without a requirement for notice to be provided to the Contractor.

11. Form of Program Rules and Contractor Participation Agreement

- (a) The IESO intends to review and amend, as considered necessary or advisable, the rules and eligibility requirements for the Program and the form of Contractor Participation Agreement applicable to the Program from time to time. The IESO may make such an amendment in response to changes in ministerial directions, changes in laws and regulations, changes in market conditions or any other circumstances as it deems necessary or advisable in its sole and absolute discretion. Notice of any amendment will be posted on the Program Website, or such website or web portal as may be designated by the IESO, for such time period, if any, prior to the effective date of such amendment, as circumstances may permit.
- (b) In the event that the form of the Contractor Participation Agreement is amended by the IESO, the IESO or its agent may by notice to the Contractor, request that the Contractor enter into the revised form of Contractor Participation Agreement within the time period designated by the IESO in such notice, in which case this Agreement will be terminated and superseded by the amended Contractor Participation Agreement once executed and provided by the Contractor. In the event that the Contractor fails to provide the IESO or its agent, as applicable, with an executed copy of the amended Contractor Participation Agreement within the time period provided, the IESO may terminate this Agreement with notice to the Contractor.

12. Environmental Attributes

The Contractor hereby agrees that all right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the Qualifying GreenON Measure for which a Program incentive has been paid, and the right to quantify and register these, including any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission reduction allowance in respect thereof (collectively, “**Environmental Attributes**”) are hereby transferred and assigned by the Contractor to, or to the extent transfer or assignment is not permitted, held in trust for, the IESO and its successors and assigns or any such person as the IESO may designate. The IESO, or such person as the IESO may have designated, will be entitled, unilaterally and without the Contractor's consent, to deal with such Environmental Attributes in any manner that they determine.

13. Evaluation, Monitoring and Verification; Audit

The Contractor will participate in any surveys, studies, audits, evaluations or verifications conducted by the Program Operators in connection with the Program, including for the purpose of proper administration, monitoring and verification of this Agreement or evaluation of the Program, and will provide to the Program Operators reasonable access to the Contractor's records and premises for such purposes.

14. Indemnity

The Contractor will indemnify and save harmless each of the Program Operators, each if its or their affiliates and each of their respective directors, officers and employees from any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (“**Claims**”), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable

anything done or omitted to be done by the Contractor, or the Contractor's directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in connection with, resulting from, or arising out of the Contractor's actions or omissions.

15. Limitation of Liability

Notwithstanding anything contained herein to the contrary, in no event will either the Contractor or the IESO be liable for the indirect, consequential, exemplary, punitive or special damages, even if such party has been advised of the possibility of such damages in advance. Nothing in this section 15 shall limit Contractor's liability for its breach of section 8 or 16.

16. Access to and Correction of Personal Information, Disclosure, Consent To Use Information and Other Communications

(a) The IESO is a not-for-profit corporation without share capital established under the *Electricity Act, 1998*. The *Ontario Energy Board Act, 1998* and sections 6(1)(i) and 6(1)(p) of the *Electricity Act, 1998*, gives the IESO the authority to collect and use personal information about a Contractor. The IESO complies with the privacy protection rules contained in *Freedom of Information and Protection of Privacy Act* (Ontario). For information about the IESO's general personal information practices, please refer to its privacy policy at www.ieso.ca/en/privacy. If a Contractor would like to access, update or correct their personal information that is demonstrated to be inaccurate, or if the Contractor has any questions or concerns about IESO's privacy practices, the Contractor's personal information or the administration of the FIPPA, the Contractor may contact the IESO at:

Independent Electricity System Operator
Attention: Privacy Officer
120 Adelaide Street West, Suite 1600
Toronto, ON M5H 1T1
Phone: 416-969-6277
Fax: 416- 969-6383
E-mail: privacy@ieso.ca

(b) The IESO may provide the Contractor Information to Green Ontario Fund to be used for the same purposes that the IESO collected the information. Green Ontario Fund is a corporation without share capital established by Ontario Regulation 46/17 (the "Regulation") under the *Development Corporations Act*. Section 5 of the Regulation requires Green Ontario Fund to develop programs to reduce greenhouse gas emissions from buildings (including residences) and the production of goods, and monitor the outcomes of such programs. Section 5 of the Regulation provides legislative authority to undertake collections of personal information that are necessary for Green Ontario Fund to meet its legislative mandate. Green Ontario Fund complies with the privacy protection rules contained in *Freedom of Information and Protection of Privacy Act* (Ontario). Contractors may access or obtain a copy of Green Ontario Fund's privacy policy at <https://www.ontario.ca/page/privacy-statement> or contact Green Ontario Fund at:

Green Ontario Fund
c/o Ministry of the Environment and Climate Change
Attention: Director, Environmental Innovations Branch
40 St. Clair Avenue West, 14th Floor
Toronto, Ontario M4V 1M2
Phone: 416-325-8173

(c) The Contractor hereby consents to the collection, use, disclosure and other handling of any information about the Contractor, including personal information, (collectively, "Contractor Information") by the IESO and/or Green Ontario Fund in connection with the operation, administration or assessment of the Program or this Agreement (including verification of compliance), and in connection with any reporting, follow-up surveys, studies, audits or investigations relating to the Program. Contractor Information includes both information that the Contractor provides to IESO and/or Green Ontario Fund and information about the Contractor's performance provided by Participants and information about the Contractor's rating and consumer satisfaction records (including complaints and compliance issues) as maintained by the Better Business Bureau. The Contractor further consents to this indirect collection of information and to:

(i) sharing of Contractor Information between the IESO and/or Green Ontario Fund; (ii) use by the the IESO and/or Green Ontario Fund of the Contractor Information to assess the Contractor's application for enrollment and to conduct, analyze and report on the results of the Program and surveys, and modify the Program based on such surveys; and (iii) disclosure to the Ontario Energy Board, the Ontario Ministry of Energy, the Ontario Environmental Commissioner, the Office of the Auditor General of Ontario or their respective successors, for regulatory or audit purposes or otherwise as permitted by law.

(d) The Contractor hereby acknowledges that the Contractor Information may be accessible to third parties under the *Freedom of Information and Protection of Privacy Act* (Ontario) or the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).

17. No Partnership

The Contractor understands and agrees that nothing in this Agreement will be construed as creating a partnership, joint venture, or agency relationship between the Contractor and any of the Program Operators.

18. Third Party Beneficiaries.

Except as provided in Sections 7, 13, 14, 16 and 17, this Agreement is solely for the benefit of:

- (a) the IESO, and its successors and assigns, with respect to the obligations of the Contractor under this Agreement, and
- (b) the Contractor, and its successors and permitted assigns, with respect to the obligations of the IESO under this Agreement;

and this Agreement will not be deemed to confer upon or give to any other person any claim or other right or remedy. The Contractor appoints the IESO as the trustee for the other Program Operators of the applicable provisions set out in this Agreement, including Sections 7, 13, 14, 16 and 17.

19. Notice

Any notice, unless expressly provided otherwise, must be in writing and is to be given by facsimile, e-mail, mail or personal delivery. Any notice, if sent by facsimile or e-mail, is deemed to have been received on the business day following the day of sending, or if delivered by mail or personal delivery is deemed to have been received on the day it is delivered to the applicable address (or the following business day, if it was delivered on a day that is not a business day). Either party may, by notice of change of address to the other party, change the address to which its notices are to be sent.

Notice contact information for the Contractor is provided on the Cover Page. Notice contact information for the IESO is as follows:

Independent Electricity System Operator
Suite 1600, 120 Adelaide Street West
Toronto, Ontario M5H 1T1
Attention: Manager, Conservation Contracts
Telephone: 416-967-7474
Facsimile: 416-967-1947
Email: conservationcontracts@ieso.ca

20. Miscellaneous

- (i) Except as otherwise provided, this Agreement constitutes the entire agreement between the Contractor and the IESO in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement.
- (ii) Except as provided in Section 11, this Agreement may not be varied, amended or supplemented except by an agreement in writing signed by the Contractor and the IESO.
- (iii) This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

- (iv) This Agreement will not be assigned by the Contractor to another person except with the prior written consent of the IESO, which consent may not be unreasonably withheld or delayed. This Agreement will enure to the benefit of and be binding upon the Contractor and the IESO and their respective successors and permitted assigns.
- (v) Each of the Contractor and the IESO will, from time to time, on written request of the other, do all such further acts and execute and deliver or cause to be done, executed and delivered all such further things as may be reasonably required in order to fully perform and to more effectively implement this Agreement or the requirements of the Program.
- (vi) The invalidity, unenforceability or illegality of any provision in this Agreement will not, to the extent permitted by applicable law, affect the validity, enforceability or legality of any other provision of this Agreement, which will remain in full force and effect.
- (vii) The insertion of headings is for convenience of reference only and will not affect the interpretation of this Agreement. The terms “hereof”, “hereunder”, and similar expressions refer to this Agreement and not to any particular Section or other part of this Agreement. Unless otherwise indicated, any reference in this Agreement to a Section refers to the specified section of this Agreement. The word “including” means “including without limitation”, and the words “include” and “includes” have a corresponding meaning.