

**Agreement**

Manitoba Hydro (MH) offers an “Incentive(s)” to an eligible building owner/developer (the “Customer”) who installs energy efficient products and materials (the “Products”) that qualify under the Commercial Building Envelope Program (the “Program”) on the terms and conditions set out below.

**1.0 Warranties and agreements**

- 1.1 The Customer warrants that all Product fully qualifies and complies with the Program Eligibility Criteria, set forth in the Application.
- 1.2 The Customer warrants that all information contained in the Application is true and correct. For greater certainty include the relevant Program details, specifically the Roof/Wall Assembly Description Summaries, and/or the Window/Doors Incentive Summaries and attached drawings, letters, photographs, and related documentation as required.
- 1.3 The Customer agrees to the terms and conditions of this Agreement and shall comply with all Program requirements unless specifically waived by MH in writing. If the Customer fails to comply with these terms and conditions or any other requirement of MH, then upon notice from MH, any Incentive to the Customer shall be cancelled, and if the Incentive is already provided to the Customer, the Customer shall forthwith repay to MH the entire amount of Incentive received from MH, in a manner as required by MH, at MH’s sole discretion (which may include addition of such amount to the Customer’s energy and/or loan account(s) with MH).
- 1.4 MH reserves the right to change or terminate this Program at any time but will continue to process Applications submitted prior to the change or termination. MH Incentive amounts are subject to change without notice.
- 1.5 The Customer agrees that MH has the right, and will cooperate with MH, to claim any emission reduction (greenhouse gas) credits that may result from the Products installed under the Program.
- 1.6 Incentives will first be applied to the Customer’s MH energy accounts against any outstanding account balances or loans.
- 1.7 This Application may be executed in any number of counterparts, including counterparts signed by fax or emailed scan-copy, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. A photocopied and/or fax copy of this Agreement bearing the signature of each party, in a single document or counterparts thereof as provided herein, shall be deemed an original execution version of this Agreement.

**2.0 Installation requirements**

- 2.1 The Products must be installed and operational in MH’s service area within 12 months of the date MH has given the approval for work to proceed.
- 2.2 The Customer agrees to keep Products in place for a period of at least 36 months following installation.
- 2.3 The Customer agrees to allow periodic inspections of the Customer’s premises by MH or its representatives, during normal business hours, anytime from the date of the Application until 36 months after Product installation.

**3.0 Supporting documentation**

- 3.1 At MH’s request, the Customer will supply evidence that the Products have been installed, in accordance with this Agreement, including supporting itemized invoices and documentation which must detail the following: Contractor(s)/Installer(s)/Vendor(s) name, address(es), phone and invoice numbers; purchaser name and address where installed; date of purchase; manufacturer make(s), model number(s) and quantities; itemization of costs.
- 3.2 A Completion Declaration and Completion Questionnaire must be submitted before the Incentive can be paid.

**4.0 Tax implication**

MH will not be responsible for any tax liability imposed on the Customer as a result of any payment of the Incentive. GST Registrants: Incentives include GST.

**5.0 Liability**

- 5.1 MH will have no right, title or interest in the Products.
- 5.2 MH; not being the designer, manufacturer or installer of the Products; or a designer of buildings; makes no representation or warranty, express or implied, as to the fitness, quality of design practices or capability of the Products or its installation, workmanship, or use, nor warrants that the Products will satisfy the requirements of any law, rule, specification or contract.
- 5.3 The Customer does hereby indemnify and save harmless MH, its agents and employees from all damages, expenses and costs for injury or death of any person, damage to or destruction of property, and all economic loss suffered by any person caused by installation or use of the Products.
- 5.4 The Customer assumes all risk and responsibility for any damages, injury, or costs that may result from the installation or use of the Products.
- 5.5 MH does not endorse any particular consultant, manufacturer, product, system, design, contractor, supplier or installer in promoting this Program.
- 5.6 The Customer accepts responsibility to dispose of all hazardous materials (including, without limitation, asbestos) that may be contained in the Products, in accordance with all applicable government regulations and agrees that MH has no responsibility with respect to same.



## Commercial Building Envelope Program Customer Acknowledgement

Application no.  
**BE**

### Program eligibility criteria

- The Customer must be a Manitoba Hydro customer eligible for the General Service Rate.
- This Incentive is conditional upon the Customer remaining a customer of MH for a minimum period of 36 months from the date of payment. In the event that the Customer ceases to be a MH customer prior to the expiry of the said 36 month period, the Customer shall forthwith repay to MH a pro rata payment equivalent to 1/36th of the total Incentive, multiplied by the number of months or partial months remaining in the 36 month period.
- The Windows and Doors Incentive only applies to renovation projects for commercial and industrial Customers.
- The Insulation Incentive only applies to renovation projects for commercial and industrial Customers.
- Incentives are not available for projects in progress or already completed prior to approval of a Customer's Application.
- MH reserves the right to, at any time, verify the accuracy of cost information of the Products, and the Customer, Contractor/Installer, and Vendor, must fully cooperate to MH's satisfaction, failing which the Incentive may be cancelled.
- Buildings heated primarily by any fuel source other than electricity, natural gas supplied by MH, or ground source heat pump will not be eligible for the Program.
- Products which have received financial assistance under any other federal, provincial or MH energy conservation program may not be eligible for this Program. Full disclosure is required.
- MH must be notified in writing of any changes to the building design that affects the original Application otherwise the products may be determined by MH to be ineligible for the Incentive.
- MH decisions relating to product or Customer eligibility, energy savings potential of the proposed projects, amount of Incentives, or other related issues will be final and binding on all parties.
- All Incentives are limited to not more than the incremental product costs for windows and doors, and not more than the product cost for insulation material, paid for by the Customer or recipient of the Incentives, including taxes.
- Products used for any projects must be new, purchased in Canada, and must have a verifiable R-value and U-value, as evaluated by the Canadian Construction Materials Centre ("CCMC") or equivalent as determined by MH.
- The maximum eligible incentive per upgrade is \$250,000 for electrically-heated buildings, and \$100,000 for natural gas-heated buildings.

### Customer acknowledgement

I, the Customer, have read and understood the Agreement and the Program Eligibility Criteria printed on this Customer Acknowledgement. By signing, I hereby agree to the listed terms and conditions and warrant that I fully qualify and have complied with such terms and conditions. I attest that I am an authorized signatory for the Customer.

Signed by (Customer)	yyyy   mm   dd
Print name	Print title

### Cheque payment information

Payee name			
Cheque mailing address	City/town	Province	Postal code

Personal information is being collected on this form under the authority Program Activity and *The Manitoba Hydro Act*. The purpose is to provide incentives to commercial customers for installing energy efficient technologies and to acquire specific related information to calculate energy and demand savings resulting from the Program. Other uses and disclosures may be to participating contractors, electronic system for program tracking, Public Utilities Board for statistical reporting, external auditors as part of a sample audit, government entities for reporting purposes and Manitoba Hydro officials on a "need to know" basis. The personal information is protected by the Protection of Privacy provisions of *The Freedom of Information and Protection of Privacy Act*. If you have any questions about the collection, contact Manitoba Hydro, 360 Portage Ave., Winnipeg, MB R3C 0G8 or telephone 1-204-360-3676.

### MANITOBA HYDRO USE ONLY

Tech review	1.	2.	Verification required?	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
Application verified by (Account Representative)			yyyy	mm   dd
Payment authorized by (Marketing Programs Representative)			yyyy	mm   dd
Approved by (Marketing Programs Manager)			yyyy	mm   dd
Approved by (Group Manager Financial Services)			yyyy	mm   dd

### Disbursements

				DUE DATE	
Cheque no.	Cheque amount (\$)			yyyy	mm   dd
Cheque delivery instruction ( <i>Refer to P95 for cheque delivery code</i> )					
Cheque delivery code		Name			
Incentive breakdown	Cost element	Order no.	Activity	Amount (\$)	
Net Amt	720610				
Tax code 1G					