

Agreement

Efficiency Manitoba (“EM”) offers a “Rebate(s)” to an eligible building/home owner (the “Customer”) who installs energy-efficient products and equipment (the “Products”) that qualify under Heat Pump Program - Air Source (the “Program”) on the terms and conditions set out below and as set out in Program Eligibility Criteria, which forms part of this Agreement.

The Heat Pump Financial Rebate Application (the “Application”) is conditional on APPROVAL by Efficiency Manitoba under the Program and forms a binding agreement on the Customer. All information provided by the Customer must be true and correct as at the application date. This Application must be APPROVED BY EFFICIENCY MANITOBA BEFORE the Products can be purchased or work can begin on the project. All Rebate amounts are estimates and will be finalized based on the Customer meeting all terms and conditions of the Program and a review of all application materials including completion paperwork, invoicing, and any final inspections. The Rebate will be calculated in accordance with the Program’s Rebate calculations set out in the Program Guide, which may be amended by EM in its discretion. See efficiencyMB.ca/heatpump for current Rebate offers.

1.0 Warranties and agreements

- 1.1 The Customer warrants that all Products fully qualify and comply with Program Eligibility Criteria.
- 1.2 The Customer warrants that all information contained in the Application is true and correct. The Customer undertakes to advise EM immediately should there be any change to information contained in the Application form during the Customer’s participation in the Program. Changes to information contained in the Application may affect eligibility under the Program and Rebate amounts.
- 1.3 The Customer warrants and agrees that: i) they have read Program Eligibility Criteria for this Program and the Customer and that the project fully qualifies to participate in the Program; ii) the Application and all matters and materials relating thereto (including, without limitation, all Products installed by the Customer) fully qualify and comply with the Program Eligibility Criteria; and iii) they have the full authority to provide to EM the Application and all information and documents in relation to this Agreement and that all information and documents are and shall be correct, current, and complete.
- 1.4 The Customer agrees to the terms and conditions of this Agreement and shall comply with same, together with all Program requirements, unless specifically waived by EM in writing. If the Customer fails to comply with this Agreement or any other requirement of EM made pursuant these terms and conditions, including without limitation if the Customer ceases to be the Manitoba Hydro (“MH”) account holder for the building specified on the Application, then upon notice from EM, any Rebate then-unpaid to the Customer shall be cancelled and any Rebates paid to an Customer who was in violation of this Agreement as at the payment date of the Rebate shall immediately repay the Rebate to EM.
- 1.5 EM decisions relating to the Customer, Application, the Product eligibility, energy savings of the Products, the amount of Rebates, or other issues relating to the Program will be final and binding on all parties and not subject to appeal.
- 1.6 The standard maximum eligible Rebate per upgrade is \$100,000 unless otherwise agreed to by EM in writing.
- 1.7 EM reserves the right to change or terminate the Program at any time in its discretion without notice. In-process applications may be subject to cancellation should the Program be terminated. Rebate amounts are subject to change without notice and are not confirmed until the time of issuance.
- 1.8 Rebates must be deposited within 90 days of issuance.
- 1.9 EM reserves the right to limit the number of Program participants in its discretion, including where a Customer or Product would otherwise qualify under the Program.
- 1.10 This Application may be executed in any number of counterparts, including counterparts signed by fax, emailed scan-copy or, by electronic signature when submitted through an EM user account. Where signed in counterparts, 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 or an electronic copy of this Agreement having been agreed to electronically through an EM Applicant user account and approved by EM shall be deemed an original execution version of this Agreement. Customer is responsible for all activity through the EM user account.
- 1.11 This Agreement shall be governed by and construed in accordance with the laws of Manitoba and the applicable laws of Canada without regard to Manitoba or federal Canadian law governing conflicts of law, even if one or more of the parties to this Agreement is resident of or domiciled in any other province or country. The parties hereby irrevocably attorn to the exclusive jurisdiction of the Court of Queen’s Bench of Manitoba, Winnipeg Centre.

2.0 Installation requirements

The Applicant shall ensure that:

- 2.1 The Products must meet the requirements set forth in the Appendix A - Program Eligibility Criteria and be acceptable to the inspection authorities having jurisdiction.
- 2.2 The Products must be installed and operational in the building as specified on this Application within 12 months of the date EM has given the approval for work to proceed.
- 2.3 The Applicant agrees to keep Products in place in the building identified this Application and as installed for a period of at least 36 months following installation.
- 2.4 The Applicant agrees to allow periodic inspections of the premises in this Application by EM or its representatives/designates, during normal business hours, any time from the date of the Application until 36 months after Product installation.
- 2.5 Equipment removed, transferred, or installed elsewhere from the Building specified on this Application will not be resold, except for scrap purposes, without prior consent from EM.

3.0 Approvals and Supporting documentation

- 3.1 EM's approval for Rebates under this Program relates to the Applicant's Program participation only and should not be interpreted to constitute consents, permits or other approvals required for necessary installation or construction associated with Program participation. The Applicant shall obtain all necessary consents, permits, certificates and other such approvals required by applicable laws, building codes and standards to carry out the purchasing, installation, constructions, or use of Products under the Program.
- 3.2 EM reserves the right to, at any time, request and verify that the Products have been installed in accordance with this Agreement, including without limitation by way of the Applicant supplying EM with itemized invoices and documentation which must detail the following: contractor(s)/installer(s)/vendor(s)/manufacturer 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, permits, certificates, and invoice numbers; occupant name(s) and address(es), details on design and construction; and an itemization of costs and accuracy of cost information of the Products. When an engineered design is required by the authority having jurisdiction, supply a copy of the Certificate of Substantial/Final Completion or a letter stating that an engineered design is not required. The Applicant shall, as necessary, provide consents and authorizations, including without limitation, to its Contractor/Installer and Vendor or otherwise as necessary to provide for direct communication with EM for these purposes.
- 3.3 A Completion Declaration must be submitted before the Rebate can be paid.

4.0 Tax implication

- 4.1 Applicant is solely responsible for payment of any and all tax liability imposed on the Applicant as a result of the receipt of any Rebate payment; EM will not be responsible for any tax liability imposed on the Applicant as a result of any payment of the Rebate. GST Registrants: Rebates include GST.

5.0 Liability

- 5.1 EM will have no right, title or interest in the Products/building/facility by virtue of the Applicant's participation in the Program or the payment of any Rebate hereunder.
- 5.2 EM, not being the designer, manufacturer, nor installer of the Products, nor a designer, builder, or developer 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, code, specification, or contract.
- 5.3 The Applicant hereby indemnifies and saves harmless EM, its directors, officers, 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 Applicant assumes all risk and responsibility for selection, installation and use of any Products and any construction associated therewith, as well as any damages, injury, or costs that may result from the installation or use of the Products.
- 5.5 EM does not endorse any particular consultant, manufacturer, product, system, design, contractor, supplier, designer, developer, builder, tool, or installer in promoting this Program.
- 5.6 The Applicant acknowledges and agrees that they are solely responsible for the disposal of all hazardous materials (including, without limitation, asbestos) that may be contained in the Products, and that they shall do so strictly in accordance with all applicable laws, government regulations and requirements, and agrees that EM has no responsibility or liability with respect to any such disposal.
- 5.7 EM is not responsible for any late, lost, incomplete, illegible, misdirected, stolen, delayed, damaged, destroyed applications or other failures or circumstance affecting, or disrupting the submission of any applications.

Appendix A - Program Eligibility Criteria

To qualify under the Program, the following Program Eligibility Criteria must be met:

General eligibility

- (a) The Applicant must be the owner or designated representative (e.g., property manager) of the building to receive a Rebate under the Program;
- (b) The Customer must be a MH customer eligible for MH electricity rates. Commercial buildings must be heated primarily by electricity or natural gas supplied by MH in order to be eligible under the Program. Homes primarily heated by electricity, natural gas, propane or fuel oil will be eligible for Rebates. Buildings with an indoor set temperature of less than 10°C (50°F) or partially heated buildings will have their Rebates pro-rated. Unheated buildings will not qualify for Rebates under the Program;
- (c) The Products shall be used by the Applicant in a residential or commercial, industrial, or agricultural capacity only and in accordance with the Applicant's application and this Agreement;
- (d) Rebates under the Program are for renovation projects only; Rebates are not available for projects in-progress or already completed prior to approval of an Applicant's application;
- (e) Only one Application per building will be accepted;
- (f) Products which have received financial assistance under any other federal, provincial or MH or EM energy conservation program may not be eligible for this Program, unless otherwise agreed to by EM in writing. Applicant shall make full disclosure of same as part of the Application and shall provide further information and/or documentation to EM upon request for consideration by EM;
- (g) EM must be notified in writing of any changes to the building design or ownership that affects the original application otherwise the Products may be determined by EM to be ineligible for the Rebate. Changes to building design, ownership, and/or Products after application submission and Program approval may affect Rebates and Program Eligibility Criteria as determined by EM;
- (h) Participating buildings must be heated for the entire heating season (September to May) and use the installed ASHP system as the building's primary heating source;
- (i) The building must be occupied 12 months per year. Seasonal buildings are not eligible;
- (j) Products, equipment and their applications and installations, must be new and meet or exceed energy efficient regulatory requirements in Manitoba; and
- (k) All Rebates are limited to not more than the Product cost paid for by the Applicant, including taxes.

Design requirements

- The air source heat pump must be intended to serve as the primary heating system.
- The furnace and air handler must always be the specified matching unit.
- If the building falls under Part 3 of the Manitoba Building Code, include an engineer sealed drawing of the mechanical system. If the building is not covered under Part 3 of the Manitoba Building Code, be sure to contact the local authority having jurisdiction to ensure adherence to the applicable code.
- Professional designers, i.e. Architects, Structural, Mechanical and Electrical Engineers skilled in the type of work involved with the project are required on most building construction and heating system retrofit projects. Exemption from this professional designer requirement can only be granted by the local authority having jurisdiction.
- If the authority having jurisdiction has exempted your project of the professional designer requirement, a copy of documentation from the authority to prove this must be submitted along with your Application submission.

Installer requirements

- Air source heat pump (ASHP) installations must be done by an EM registered supplier.
- Installing contractor must employ a licensed refrigeration mechanic (licensed by the Province of Manitoba).

Building code compliance

- All building alteration projects that are required by the authority having jurisdiction to comply with the current Manitoba Building Code shall be designed and constructed to do so.

Equipment eligibility criteria

- An ASHP system sized to provide between 70 per cent to 105 per cent of the base building transmission and infiltration heating loads.
- An ASHP heating system's capacity in MBH (1 MBH = 1000 Btu/h), serving the unoccupied base building transmission and infiltration heating loads only will be eligible for Rebate.
- Rebates are available for retrofit projects only.