

Agreement

Efficiency Manitoba (“EM”) offers a “Rebate(s)” to an eligible homeowner (the “Customer”) of an eligible residential property (the “Residence”) who purchases and installs insulation materials (the “Products”) that qualify under the Home Insulation Rebate Program (the “Program”) Terms and Conditions set out below and as set out in Appendix A – Program Eligibility Criteria, which forms part of this Agreement.

The Home Insulation Rebate Program 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 any work can begin on the project including removal of existing insulation, drywall, stucco or other materials. 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 final paperwork, invoicing, and any final inspections. Rebate amounts cannot exceed the cost of the insulation materials required to meet program requirements. 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/homeinsulation for current rebate offers.

1.0 Tax implication

- 1.1 EM is not be responsible for any tax liability imposed on the Customer as a result of any payment of the Rebate.

2.0 Warranties and agreements

- 2.1 The Customer warrants that all Products fully qualify and comply with Appendix A - Program Eligibility Criteria.
- 2.2 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, including ownership of the property, 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.
- 2.3 The Customer warrants and agrees that: i) he/she has read Appendix A - Program Eligibility Criteria for this Program and the Customer and the project fully qualifies to participate in the Program; ii) the Application and all matters and materials relating thereto (including, without limitation, all insulation materials installed by the Customer) fully qualify and comply with the Program Eligibility Criteria; and iii) he/she has 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.
- 2.4 EM reserves the right to conduct a pre-installation and post-installation verification of the Residence and Products to determine whether approval may be granted and/or whether any Rebate will be issued for a period up to 12 months after installation and receipt of all final paperwork by EM. The Customer agrees that pre-installation verification may include accessing insulation through the attic hatch when applying for attic or wall drilling to verify starting wall cavity R-values in each applicable wall when applying for wall cavity eligible Products.
- 2.5 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 residence specified on the Application, then upon notice from EM, any Rebate then-unpaid to the Customer shall be cancelled and any Rebates paid to a Customer who was in violation of this Agreement as at the payment date of the Rebate shall immediately repay the Rebate to EM.
- 2.6 EM decisions relating to the Customer, Application, the Product eligibility, energy savings of the Products, the Rebate amounts, or other issues relating to the Program will be final and binding on all parties and not subject to appeal.
- 2.7 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.
- 2.8 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.
- 2.9 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 Customer 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 Customer user account and approved by EM shall be deemed an original execution version of this Agreement. The Customer is responsible for all activity through the EM Customer user account.
- 2.10 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.

3.0 Installation requirements

The Customer shall ensure that:

- 3.1 The Products must meet the requirements set forth in the Appendix A - Program Eligibility Criteria and be acceptable to the inspection authorities having jurisdiction.
- 3.2 The Products must be installed and operational in the Residence as specified on this Application within 12 months of the date EM has given the approval for work to proceed.
- 3.3 The Residence and areas being insulated (attic, walls, foundation) are accessible for any pre-installation and post-installation verifications; the Customer is in attendance for any verifications; and a minimum of 24 hours notice is provided to EM as required to reschedule any verification appointments.

4.0 Approvals and supporting documentation

- 4.1 EM’s approval for Rebates under this Program relates to the Customer’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 Customer 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.
- 4.2 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 Customer supplying EM with proof of purchase of materials, permits or other documentation acceptable to EM. The Customer 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.
- 4.3 The issuing of an Application approval number in no way binds EM to grant or pay a Rebate where the rebate Terms and Conditions have not been met, or information in an Application is determined by EM to be inaccurate or incorrect.
- 4.4 The Customer agrees to keep copies of all paperwork, supporting documents, and invoices/receipts required for Rebate eligibility for 24 months from the date of approval. Any documents submitted to EM are the property of EM and will not be returned unless done so at the discretion of EM.

- 4.5 Within 30 days after the completion of an approved insulation project and no later than 12 months after the approval date, the Application must be completed in full and received by EM accompanied with all required supporting paid invoices and receipts for Products for which the Customer is claiming a rebate, all in accordance with the program Terms and Conditions. The Customer's supporting documentation must show the following:
- 4.5.1 The Registered Contractor supporting invoices including: name and address of the EM registered Contractor; invoice date; Customer name (which must match the name on the Customer's Manitoba Hydro account), address where project work was performed; description of work including area insulated (e.g. attic, wall cavity, basement, etc.), square feet insulated, R-value added, final R-value, number of units and unit cost for each material type, insulation material costs separate from labour, description of eligible insulation materials installed including product manufacturer, type of insulation, size, number of bags or sheets or inches of insulation installed and; total price separate from taxes; date of purchase; proof of full payment; description of any discounts applied or materials returned and revised price.
 - 4.5.2 The Registered Retailer supporting invoices including: Customer name, address where project work was performed; Retailer or building supplier name and address; description of eligible insulation materials installed including product manufacturer, type of insulation, size, number of bags or sheets or inches of insulation installed; total price separate from taxes; date of purchase; proof of full payment; description of any discounts applied or materials returned and revised price.

5.0 Liability

- 5.1 EM will have no right, title or interest in the Products or Residence by virtue of the Customer'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, safety, 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 Customer 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 Customer assumes all risk and responsibility for selection, purchase, 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 consultant, manufacturer, product, system, design, contractor, supplier, retailer, designer, developer, builder, tool, system, design, or installer in promoting this Program.
- 5.6 The Customer 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.

Appendix A – Program Eligibility Criteria

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

General eligibility

- (a) The Customer must be the owner of the Residence to receive a Rebate under the Program.
- (b) the Residence must be occupied by the Customer or their tenant 12 months per year;
- (c) The Customer must apply through an EM registered supplier ("Registered Contractor" or "Registered Retailer") and must purchase the Products through the same Registered Contractor or Registered Retailer;
- (d) The Customer must be a MH customer eligible for MH residential service electricity rates and MH residential service natural gas rates. Unheated buildings will not qualify for Rebates under the Program;
- (e) The Products shall be used by the Customer in a residential (excluding multi-unit residential) capacity only and in accordance with Application and this Agreement;
- (f) The Residence must be built prior to 1999, a detached or semi-detached home on its original foundation, or a mobile/modular home on permanent foundation with a permanent water supply and be intended for human habitation;
- (g) The Residence must not be a seasonal residence (this includes cottage conversions), vacation rental, an unoccupied home, under construction or renovation, a home relocated to new foundation, an attached garage, an outbuilding, porches, veranda, sunroom, barn, mobile home skirting, or any unheated space(s) within a residence (this includes conversions of unheated spaces into heated spaces);
- (h) Rebates under the Program are for renovation projects only; Rebates are not available for projects in-progress or already completed prior to approval of a Customer's application;
- (i) Products which have received financial assistance under any other federal, provincial or MH or EM energy conservation program are not eligible for this Program, unless otherwise agreed to by EM in writing. Customer 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;
- (j) EM must be notified in writing of any changes to the insulation upgrade or Residence ownership that affects the original application. Changes to the information after application submission and Program approval may result in the Customer being deemed ineligible for a Rebate and the application being cancelled as determined by EM; and
- (k) A Registered Contractor or Registered Retailer cannot apply or receive a Rebate for a Residence in which they have ownership of.

Insulation upgrade eligibility

- (l) Only one Application per insulation measure area (i.e. attic, walls, foundation) per Residence will be accepted;
- (m) All Rebates are limited to not more than the Product cost paid for by the Customer, including taxes;
- (n) The insulation project(s) scope of work must include the minimum area as specified on the Calculation Schedule of this Application;
- (o) Products must be installed to the insulation levels specified on the Calculation Schedule of this Application to qualify for a Rebate;
- (p) All insulation materials must be new and purchased in Canada and have thermal properties (verified R-value) provided in accordance with current recognized Canadian standards prepared by a certified third-party such as the Canadian Construction Materials Centre (CCMC), Intertek Code Compliance Research Reports (CCRRs), or R&D Services Product Listings. If reports are provided by other third-party agencies, they must be reviewed by EM to determine eligibility. All insulation materials which include blowing agents will be evaluated based on Long Term Thermal Resistance (LTTR). Properties provided in these reports will form the basis of calculations for Rebates.