

Agreement

Efficiency Manitoba (“EM”) offers an “Incentive(s)” for purchasing and installing qualifying energy-efficient products (the “Products”) to an eligible building owner or designated representative (the “Customer”) who qualifies under the In-Suite Appliance 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 In-Suite Appliance Program Application (the “Application”) is conditional on approval by EM 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. The Application must be APPROVED BY EFFICIENCY MANITOBA BEFORE the Products can be purchased or work can begin on the project. All Incentive 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, paid invoicing, and any final inspections. The Incentive will be calculated in accordance with the Program’s incentive calculations, which may be amended by EM in its discretion. See efficiencyMB.ca for current incentive offers.

1.0 Warranties and agreements

- 1.1 To qualify for a rebate, incentive agreement applications must be received by September 30, 2024 at 11:59 CDT. Project completion declarations must be submitted by September 30, 2025, including installation and use of appliances.
- 1.2 The Customer warrants that all Products fully qualify and comply with Appendix A - Program Eligibility Criteria.
- 1.3 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 Incentive amounts.
- 1.4 The Customer warrants and agrees that: i) they have read Appendix A - 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 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.
- 1.5 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 Applicant ceases to be the Manitoba Hydro (“MH”) account holder for the building specified on the Application, then upon notice from EM, any Incentive then-unpaid to the Applicant shall be cancelled and any Incentives paid to an Applicant who was in violation of this Agreement as at the payment date of the Incentive shall immediately repay the Incentive to EM.
- 1.6 EM decisions relating to the Customer, Application, the Product eligibility, energy savings of the Products, the amount of Incentives, or other issues relating to the Program will be final and binding on all parties and not subject to appeal.
- 1.7 The standard maximum eligible Incentive per upgrade is \$100,000 unless otherwise agreed to by EM in writing.
- 1.8 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. Incentive amounts are subject to change without notice and are not confirmed until the time 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 Applicant 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 Applicant 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 King’s Bench of Manitoba, Winnipeg Centre.

2.0 Installation requirements

The Customer shall ensure that:

- 2.1 The Products meet the requirements set forth in the Appendix A - Program Eligibility Criteria and are acceptable to the inspection authorities having jurisdiction.
- 2.2 The Products are 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 or by September 30, 2025 at 11:59 p.m. CDT, whichever is earlier.
- 2.3 The Customer 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 Customer 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 The Customer agrees to verify and ensure the new Products are appropriate for the environment in which they are being installed. The Customer is responsible for ensuring the Products are used in the correct application and environment and must meet all applicable building and electrical codes and standards.

3.0 Approvals and supporting documentation

- 3.1 EM's approval for Incentives 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.
- 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 Customer supplying EM with itemized paid 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. 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.
- 3.3 A Completion Declaration must be submitted by September 30, 2025 at 11:59 p.m. CDT, before the Incentive can be paid.
- 3.4 The completion of an Application in no way binds EM to grant or pay an Incentive where the Program Terms and Conditions have not been met, or information in an Application is determined by EM to be inaccurate or incorrect.

4.0 Tax implication

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

5.0 Liability

- 5.1 EM will have no right, title or interest in the Products/building/facility by virtue of the Customer's participation in the Program or the payment of any Incentive 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 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 maintenance 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 manufacturer, product, system, design, contractor, tool, or installer.
- 5.6 The Customer acknowledges and agrees that they are solely responsibility for the disposal of all hazardous materials (including, without limitation, asbestos) that may be contained in the Product(s), 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 The Customer acknowledges and agrees that EM does not guarantee any energy savings or other benefits arising from the installation, performance, use or fitness of the eligible Product(s).

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 or designated representative (e.g., property manager) of the building to receive an incentive under the Program for qualifying energy-efficient Products;
- (b) The Customer must be a MH account holder eligible for MH commercial general service electricity rates and MH commercial service natural gas rates. Buildings must be heated primarily by electricity or natural gas supplied by MH in order to be eligible under the Program; buildings heated primarily by any other fuel source will not be eligible;
- (c) For a newly built building, the MH account must be active and the Product(s) must not only be installed within 12 months of the date EM has given the approval for work to proceed but also operational and in use;
- (d) The Program is only available to owners and property managers of multi-unit residential buildings with four or more suites. Further, at least half of the building suites must be participating or a minimum of four appliances (within one product category) are being applied for rebate, whichever is greater;
- (e) The Products shall be used by the Customer in a multi-unit residential capacity within suites only (i.e. Products installed in common areas are not eligible) and in accordance with the Customer's application and this Agreement;
- (f) Incentives are not available for projects in-progress or already completed prior to approval of a Customer's application;

- (g) 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. The 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;
- (h) EM must be notified in writing of any changes to the building design that affects the original application otherwise the Products may be determined by EM to be ineligible for the Incentive. Changes to building design and/or Products after application submission and Program approval may affect Incentives and Program Eligibility Criteria as determined by EM;
- (i) Products must meet the requirements of the Manitoba Electrical Code, all pertinent bylaws, and shall be acceptable to the inspection authorities having jurisdiction. Where applicable, an electrical permit and Certificate of Inspection (within Winnipeg) or Certificate of Approval (outside Winnipeg) as required.

Appliance upgrade eligibility

- (a) Only those Products which are new, ENERGY STAR certified, available for purchase in Canada, and appear on Efficiency Manitoba’s Eligible Product list found at efficiencyMB.ca will be eligible for an Incentive. The eligible product list can also be requested directly from Efficiency Manitoba by contacting appliances@efficiencyMB.ca. Used Products are not eligible for any Incentive under this Program. Product specific eligibility requirements beyond those mentioned above are outlined in the chart below:

Product category	Eligibility requirements
Clothes washers	
Clothes dryers	<ul style="list-style-type: none"> • Only electric models (no natural gas models)
Refrigerators	<ul style="list-style-type: none"> • At least 10.0 cubic feet in volume (before adjustment) • No Freezerless (single-door) models

- (b) Subject to the terms and conditions set out above and the purchase price (including taxes) of the Products being greater than the Incentive amounts, the following Incentives apply:
 1. Eligible clothes washer - \$100 Incentive;
 2. Eligible clothes washer/dryer pair - \$150 Incentive;
 3. Eligible refrigerator - \$50 Incentive.
- (c) Each suite is eligible for one (1) refrigerator Incentive, and either one (1) clothes washer Incentive or one (1) clothes washer/dryer pair Incentive. For certainty, a clothes washer Incentive cannot be combined with a clothes washer/dryer pair Incentive. There is no stand-alone Incentive for the purchase of a clothes dryer. If the Customer is claiming an Incentive for a clothes washer/dryer pair, the washer and dryer must be purchased at the same time (i.e. as a pair).
- (d) The Products which have been replaced will not be reused, or resold, nor will they be installed elsewhere, except for scrap purposes, without prior consent from EM.
- (e) To be eligible for participation in the Program, the Customer must comply with the following Application Procedure (Application Procedure) and any applicable Incentive shall be determined by EM in its sole discretion after receipt of such documents and information:
 1. The Application must be accurately completed, and a copy of the Application must be received by EM for review and consideration of pre-approval, by September 30, 2024 at 11:59 p.m. CDT. Eligible Product(s) purchased or installed prior to pre-approval by Efficiency Manitoba are not eligible for a Rebate;
 2. If the Customer receives written pre-approval from Efficiency Manitoba, the applicant may purchase, install, and use the pre-approved number(s) of Eligible Product(s), and submit to EM copies of the Application, the Completion Declaration, photographic evidence of installed products to EM’s discretion, and true complete copies of all supporting paid invoices and receipts for the Eligible Product(s) the Customer is claiming an incentive for within 12 months from the date of EM’s pre-approval of the Application or by September 30, 2025 at 11:59 p.m. CDT, whichever is earlier. EM may request additional information to assess Program eligibility; and
 3. Any Application or Completion Declaration that is late, incomplete, illegible, or contains erroneous information or material, as determined by EM in its sole discretion, will not be processed and no incentive will be granted.
- (f) Efficiency Manitoba is not responsible for any rebate(s), discount(s), or incentive(s) offered or provided by any manufacturer, distributor, dealer, or installer, with respect to the Eligible Product, which are separate and distinct from this Program.
- (g) Efficiency Manitoba is not responsible for any late, lost, incomplete, illegible, misdirected, stolen, delayed, damaged, destroyed applications or other failures or circumstances affecting, or disrupting the submission of any applications.
- (h) By applying for the Program, the Customer acknowledges and consents to Efficiency Manitoba or one of its agents contacting the Customer in the future to participate in a survey regarding the Program.
- (k) The Customer consents to Efficiency Manitoba or one of its agents collecting and using the Customer’s personal information for the purpose of administering the Application for the Rebate. Any questions can be directed to appliances@efficiencyMB.ca.

Instructions

Complete one application per building in full and email to appliances@efficiencyMB.ca for pre-approval by September 30, 2024 at 11:59 p.m. CDT. Once we have approved your application in writing, purchase and install the products in your residential suites within 12 months or by September 30, 2025 at 11:59 p.m. CDT, whichever is earlier. When the products are installed, fill out the completion declaration and email it along with a copy of your invoice to appliances@efficiencyMB.ca.

Site address

Building name (if applicable)		
Building address ("the Building")		
City/town	Province	Postal code

Customer information

Contact name	
Phone no.	Email

Building information

Account no. (EM use only)		Bulk or individually metered Bulk Individual		
Year of construction	No. of suites in the building	Suite heating fuel type: Electric Fuel oil Natural gas Propane Wood		
Type of building Apartment Condominium Townhouse		New build Yes No		
Suite heating system: Air source heat pump Baseboard Boiler Furnace Ground source heat pump Rooftop unit			Suite heating system(s) is: Centrally located Located in-suite	
Is the building air conditioned? Yes No Partially (specify % of area):		Water heating fuel type: Electric Natural gas Propane Other (specify):		
Water heating system is: Centrally located Located in-suite		Location of clothes washers and dryers: Centrally located (shared) Located in-suite No on-site laundry		Dryer fuel type (if applicable): Electric Natural gas

Product information

Products must be listed on our eligible product list at efficiencyMB.ca to receive an Incentive.

	A: Product to be purchased	B: Type of existing product	C: Aproximate age of existing products	D: Brand (new product)	E: Model number (new product)	F: Suite numbers in which the products will be installed	G: Number to be purchased	H: Incentive amount	Estimated total Incentive amount (G x H)
	Clothes washer	Front load Top load						\$100	\$
	Clothes dryer*	Front load Top load						\$50	\$
	Refrigerator	Top freezer Bottom freezer Side freezer						\$50	\$
*Clothes dryers must be purchased in conjunction with an eligible ENERGY STAR certified clothes washer. Clothes dryers purchased on their own are not eligible for a rebate.									\$

Customer acknowledgment

I, the Customer:

- a) have read and understood this In-Suite Appliance Program Incentive Application and Agreement and the Program Eligibility Criteria set out in Appendix A to this Application and I agree to the Terms and Conditions set out therein. I confirm to Efficiency Manitoba that I have fully and accurately completed this Application and warrant that I fully qualify and have complied with such Terms and Conditions;
- b) have full authority (including, without limitation, any and all consent that may be required) to enter into this In-Suite Appliance Program Incentive Agreement;
- c) acknowledge to be eligible for an incentive the products that will be purchased will be installed within suites of a residential multi-unit building;
- d) understand that the products must be installed within 12 months of pre-approval to receive an incentive. I understand that I must submit a Completion Declaration, paid invoice(s) and may be requested to provide photos showing proof of install to receive an incentive. I understand that an Efficiency Manitoba representative may schedule a post-install appointment to verify that the products have been installed;
- e) understand that this Application is conditional on approval by EM in its discretion. I also understand the total incentive amount noted in the chart above is an **ESTIMATE** only and that this Application must be **APPROVED** by Efficiency Manitoba **BEFORE** products are purchased.

Customer signature	yyyy mm dd
Customer name (<i>please print</i>)	
Customer title	