

Homeowner as Applicant:

I am the homeowner and am acting as Prime/General Contractor on this project. For the purposes of this Application, I understand I will be responsible for compliance with all Terms and Conditions.

Applicant information

Full legal name <i>(organization name, if applicable)</i>		Name of contact person	
Address		City/Town	Province Postal code
Phone no.		Email	
Address of energy efficient home		City/Town	Province Postal code
DATE OF CONSTRUCTION START	yyyy mm dd	ESTIMATED DATE OF COMPLETION	yyyy mm dd

Building description

Heating source			
Natural gas furnace	Electric furnace	Geothermal heat pump	Other <i>(specify)</i>
Type of residence <i>(check all that apply)</i>			
Bungalow	Two storey	Cabover	Walk-out basement
Multi-unit building <i>(specify number of units)</i>		Other <i>(specify)</i>	
Size of residence	Estimated performance level <i>(% verified by Energy Advisor)</i>	Solar photovoltaic panels are incorporated in this new construction project	
sq. ft.	%	Yes	No

Required documentation

Submit all applicable documents to newhomes@efficiencyMB.ca. Documents should be submitted before the start of construction. Your Certified Energy Advisor will be asked to submit a HOT2000 (.HSE) file for the home.

Performance Path

- Final drawings in PDF format.
- This application.

Applicant acknowledgment

- I, the Applicant, have read and understood this Rebate Application, the 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.
- I understand that this Application is conditional on approval by Efficiency Manitoba in its discretion. I also understand this Rebate amount is an ESTIMATE only and that this Application must be APPROVED by Efficiency Manitoba BEFORE ordering/purchasing materials or starting work on the project.
- I agree that the information contained in my EnerGuide for New Houses Energy Evaluation report and the data collected to prepare the report may be provided to Natural Resources Canada.

Applicant name	Signed by (Applicant)	yyyy mm dd
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Personal information is being collected on this form under the authority Program Activity and The Efficiency Manitoba Act. The purpose is to provide Incentives to commercial, industrial, and agricultural Applicants for installing energy-efficient products 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 Efficiency Manitoba 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 Efficiency Manitoba, PO Box 247 STN MAIN, Winnipeg, MB, R3C 2G9 or telephone 1-204-944-8181.

Cheque payment information *(Read the entire Agreement before signing.)*

Payee name			
Mailing address	City/Town	Province	Postal code

General information

Is this home being built by a New Homes Program Preferred Builder?	Would you like to receive additional information on becoming a Preferred Builder?
Yes No	Yes No

Voluntary Self-Declaration (Optional)

I, the Applicant, voluntarily choose to disclose that my business is an Indigenous Business. Refers to a business: a) which is at least 51 percent owned and controlled by Indigenous Person(s) or Band and, b) where, if the business has six or more full-time staff, at least one-third of the staff are Indigenous Persons.

I am self-declaring that my business is a
First Nations business Métis business Inuit business

EFFICIENCY MANITOBA USE ONLY		
Plans received	Approved by	yyyy mm dd
Yes No		

Agreement

Efficiency Manitoba (“EM”) offers a “Rebate(s)” to an eligible applicant (the “Applicant”) who designs and constructs a new residential building that qualifies under the New Homes Program (the “Program”) on the terms and conditions set out below and as set out in Appendix A – Program Eligibility Criteria, which forms part of this Agreement.

The New Homes Program Performance Path Rebate Application (the “Application”) is conditional on APPROVAL by Efficiency Manitoba under the Program and forms a binding agreement on the Applicant. All information provided by the Applicant must be true and correct as at the application date. This Application must be received and APPROVED BY EFFICIENCY MANITOBA BEFORE major construction starts on the project. All Rebate amounts are estimates and will be finalized based on the Applicant meeting all terms and conditions of the Program and a review of all application materials including completion paperwork, energy model, and the completion verification. The Rebate will be calculated in accordance with the Program’s rebate schedule, which may be amended by EM in its discretion. See efficiencymb.ca/newhomes for current rebates.

1.0 Warranties and agreements

- 1.1 The Applicant warrants that the applicable new construction project and all Program-related submissions fully qualify and comply with Appendix A - Program Eligibility Criteria.
- 1.2 The Applicant warrants that all information contained in the Application is true and correct. The Applicant undertakes to advise EM immediately should there be any change to information contained in the Application form during the Applicant’s participation in the Program. Changes to information contained in the Application may affect eligibility under the Program and Rebate amounts.
- 1.3 The Applicant warrants and agrees that: i) he/she has read Appendix A - Program Eligibility Criteria 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 reports, drawings, specifications, software analysis, invoices, and permits submitted by or on behalf of the Applicant) 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.
- 1.4 EM decisions relating to the Applicant, Application, product eligibility, project eligibility, energy savings of the Energy Model, the amount of Rebate, or other issues relating to the Program will be final and binding on all parties and not subject to appeal.
- 1.5 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.
- 1.6 EM reserves the right to limit the number of Program participants in its discretion, including where an Applicant, product, or project would otherwise qualify under the Program.
- 1.7 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. Applicant is responsible for all activity through the EM Applicant user account.
- 1.8 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 Energy Model requirements

The Applicant shall ensure that:

- 2.1 The Energy Model meets the requirements set forth in the Appendix A - Program Eligibility Criteria and be acceptable to the inspection authorities having jurisdiction.

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, construction, or use of the energy model and/or the new residential building under the Program.
- 3.2 EM reserves the right to, at any time, request and verify that the energy model has been completed 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; 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 energy model. 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 The issuing of an Application approval 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.

4.0 Tax implication

- 4.1 EM will not be responsible for any tax liability imposed on the Applicant as a result of any payment of the Rebate. Efficiency Manitoba is exempt from the Goods & Services Tax (GST) and therefore Rebates do not include GST.

5.0 Liability

- 5.1 EM will have no right, title or interest in the building 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 any 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 energy model or the building or its installation, workmanship, or use, nor warrants that the energy model 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 energy model or the building.
- 5.4 The Applicant assumes all risk and responsibility for selection, installation and use of any products or systems referenced in the energy model and any construction associated therewith, as well as any damages, injury, or costs that may result from the installation or use of the products or systems referenced in the energy model.
- 5.5 EM does not endorse any particular consultant, manufacturer, product, system, design, contractor, supplier, designer, developer, builder, contractor, product, tool, system, design, contractor, supplier, or installer in promoting this Program.
- 5.6 The Applicant acknowledges and agrees that it is sole responsibility to dispose of all hazardous materials (including, without limitation, asbestos) that may be contained in the products or systems referenced in the energy model, and that it 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:

Program eligibility criteria

- (a) This Application must be accurately completed and signed by the Applicant. The Applicant may be the homeowner, the builder, general contractor, or prime contractor on the project for which the energy model is being created. The Rebate will be paid to the Applicant in accordance with instructions provided on the Application.
- (b) Seasonal or secondary properties are not eligible.
- (c) Buildings must be heated primarily by electricity or natural gas supplied by Manitoba Hydro in order to be eligible under the Program; buildings heated primarily by any other fuel source will not be eligible. For greater certainty, off-grid projects are not eligible for Rebates.
- (d) Rebates are not available for projects already completed prior to approval of an Applicant's application. Projects which have received financial assistance under any other federal, provincial or Manitoba Hydro or EM energy conservation program may not be eligible for this Program, unless otherwise agreed to by EM in writing. Applicants 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.
- (e) EM must be notified in writing of any changes to the building design that affects the original Application, otherwise the application may be determined by EM to be ineligible for Rebate. Changes to building design after application submission and Program approval may affect Rebates and Program Eligibility Criteria as determined by EM.
- (f) In order to be eligible to participate in the Program, the project must:
- be in the Province of Manitoba;
 - be permanent, new residential construction;
 - be a single family dwelling or other residential-type building, built in accordance with Part 9 of the Manitoba Building Code or other locally enforced building code.
- (g) One Rebate per project, except in the case of multifamily buildings.
- (h) The Energy Modelling Rebate will not exceed the amount invoiced to the Applicant.
- (i) The design drawings ("Plans") for the project must be submitted with this Application for evaluation.
- (j) If approved to participate in the Performance Path, the Applicant will be responsible for ensuring all measures are installed as indicated in the Plans and in the Energy Model.
- (k) Building products, equipment, materials and building processes installed and/or utilized pursuant to the Program shall be new, and certified by a recognized accredited independent organization. All insulation material(s) must have a verifiable R value as determined by the Canadian Construction Materials Centre ("CCMC").
- (l) Upon satisfactory inspection of the completed project by EM or its authorized agent and the final EnerGuide rating assigned to the project by Natural Resources Canada, a Rebate will be provided to the Applicant. The Rebate will be calculated in accordance with the Program's rebate schedule, which may be amended by EM in its discretion. See efficiency.mb.ca/newhomes for current rebates.
- (m) Products, equipment, and their applications must meet or exceed energy efficient regulatory requirements in Manitoba.