

Agreement

Efficiency Manitoba (“EM”) offers a “Rebate(s)” to an eligible building owner (the “Customer”) who purchases and installs solar photovoltaic products and materials (the “Products”) that qualify under the Solar 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 Solar 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 installation 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. Rebate amounts cannot exceed the cost of the Products 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/solar for current Rebate offers.

1.0 Warranties and agreements

- 1.1 The Customer warrants that all Products fully qualify and comply with Appendix A - 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, 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.
- 1.3 The Customer warrants and agrees that: i) they have 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 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 EM reserves the right to conduct a pre-installation verification and post-installation verification of the building and Products to determine whether an Application will be approved, and whether any Rebate will be issued for a period up to 12 months after installation and receipt of all final paperwork by EM.
- 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 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 a Customer who was in violation of this Agreement as at the payment date of the Rebate shall immediately repay the Rebate to EM.
- 1.6 EM decisions relating to the Customer, Application, the Product eligibility, energy savings of the Product, energy generation, the Rebate amounts, or other issues relating to the Program will be final and binding on all parties and not subject to appeal.
- 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 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.
- 1.9 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.
- 1.10 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 King’s Bench of Manitoba, Winnipeg Centre.

2.0 Installation requirements

The Customer shall ensure that:

- 2.1 The Products must meet the requirements set forth in 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 property as specified on this Application on or after and the date EM has given the approval for work to proceed.
- 2.3 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, unless otherwise agreed to in writing by Efficiency Manitoba.
- 2.4 The Applicant agrees to keep the Products in place in the building identified in this Application and as installed for a period of at least 36 months following installation.
- 2.5 The property and areas being used for installations must be 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.

3.0 Approvals and supporting documentation

- 3.1 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.
- 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 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.
- 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.
- 3.4 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.
- 3.5 Within 90 days after the completion of an approved solar photovoltaic 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: Registered contractor(s) name, address(es), phone, email, invoice numbers; invoice date, proof of payment; homeowner's name and site address; installation date; detailed description of Product (manufacturer make(s), model number(s) and quantities of solar panels, mounting systems, inverters, balance of systems), labour, other costs, taxes, total cost of the system.

4.0 Tax implication

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

5.0 Liability

- 5.1 EM will have no right, title or interest in the Products or property 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, 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.
- 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.
- 5.8 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 Products.

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 a Rebate under the Program;
- (b) Your solar PV system must be sized appropriately to offset your building's previous annual electricity consumption.
- (c) The building must be occupied by the Customer or their tenant 12 months per year. Seasonal buildings are not eligible;
- (d) To participate in the Solar Rebate, new buildings must also participate in Efficiency Manitoba's New Building Program;
- (e) The Customer must apply through an EM registered supplier ("Registered Contractor" or "Registered Retailer") and must purchase the Products through a Registered Contractor or Registered Retailer;
- (f) The Customer must be a MH customer with an active MH account, eligible for MH commercial general service electricity rates and MH commercial service natural gas rates;
- (g) The Products shall be used by the Customer in a educational, institutional, commercial, industrial, or agricultural capacity only and in accordance with the Customer's Application and this Agreement to receive a Rebate under the Program;
- (h) 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. 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;
- (i) EM must be notified in writing of any changes to the Products or property ownership that affects the original Application otherwise the Customer may be deemed ineligible for the Rebate. Changes to the information after Application submission and Program approval may affect Rebates and Program Eligibility Criteria as determined by EM; and

Solar photovoltaic system eligibility

- (j) Only one Application per solar photovoltaic project per building will be accepted;
- (k) The Products installed must not replace nor supplement an existing solar photovoltaic system at the building;
- (l) The solar photovoltaic system must be designed by a certified Designer or Engineer as required by the Authorities Having Jurisdiction and installed by a Registered Contractor who holds an Electrical Contractor's License;
- (m) All Products installed, including array and ancillary equipment must be new, owned by the Customer, and meet the Canadian Standards Association (CSA Group) requirements for electrical safety; or certified by an accredited independent organization, to conform to CSA standards;
- (n) All solar photovoltaic projects must meet the requirements of the Manitoba Electrical Code, all pertinent bylaws, be installed/constructed under all required and applicable permits, and shall be acceptable to the inspection authorities having jurisdiction;
- (o) All solar photovoltaic systems must have a bi-directional meter installed;
- (p) All Rebates are limited to not more than the Product cost paid for by the Customer, including taxes.