

## Home Renovation Savings Program

# Assessment Program Stream Terms and Conditions

Provided below is a copy of the Home Renovation Savings Program – Assessment Program Stream Terms and Conditions that will be provided to each Participant by its respective REA. Each Participant is required to sign a copy of the Home Renovation Savings Program – Assessment Program Stream Terms and Conditions before the Participant's Program application can be submitted. The Home Renovation Savings Program – Assessment Program Stream Terms and Conditions are subject to change from time to time at Enbridge's sole discretion. The Home Renovation Savings Program – Assessment Program Stream Terms and Conditions, including the Rebate amount, applicable to any Participant, will be those in effect at the time of the Post-Audit for such Participant.

I, (the "Participant") hereby agree to the terms and conditions set out herein (the "Terms and Conditions") for the Home Renovation Savings Program – Assessment Program Stream (the "Program Stream"), which is delivered by Enbridge Gas Inc. and the Independent Electricity System Operator (respectively, "Enbridge" and the "IESO" and collectively the "Program Administrators") under the Home Renovation Savings Program (the "Program"). Under the Program Stream, participants who primarily space-heat their home with a furnace or boiler fueled by Enbridge-supplied natural gas may be eligible (subject to satisfying all Program Stream eligibility requirements) to receive a financial rebate of up to \$5,000 ("Rebate"), and participants who heat their home with oil, propane, wood or electricity and are connected to the IESO-controlled grid through an Ontario local electricity utility (excluding Cornwall Electric, whose customers are not connected to the IESO-controlled grid), may be eligible (subject to satisfying all Program Stream eligibility requirements) to receive a financial rebate of up to \$10,000 (a "Rebate"). Rebates may be provided after implementing certain eligible energy-efficiency measures ("Qualified Measures") and completing both a pre-retrofit EnerGuide home energy evaluation and post-retrofit EnerGuide home energy evaluation (respectively, "Pre-Audit" and "Post-Audit", and collectively, the "Audits") at the Participant's home.

The Participant acknowledges and agrees that the Program Administrators may amend any Program Stream terms or requirements, including the Rebate amount, at their sole discretion and without prior notice to the Participant, at any time prior to Participant completing a Post-Audit. In addition, the Program Administrators may subcontract any of their respective responsibilities under the Program to a third-party service provider(s). Additional Program eligibility requirements (which, for certainty, are incorporated by reference herein and with which the Participant must comply at all times) are available at [homerenovationsavings.ca/terms-and-conditions](http://homerenovationsavings.ca/terms-and-conditions) (the "Additional Program Eligibility Requirements"). The Additional Program Eligibility Requirements, including the Rebate amount applicable to the Participant, will be those in effect at the time of the Post-Audit.

**IMPORTANT:** Any false or misleading statement made by the Participant with respect to the Program Stream application ("Application") process and eligibility may result in Program Stream ineligibility, Application cancellation, and/or disqualification from receiving or revoking of a Rebate. The Participant is solely responsible for (a) reviewing the Additional Program Eligibility Requirements, and (b) protecting the Participant against fraud.

### 1. Disclosure; Consent to Use Information

- a) I hereby consent to the collection, use and disclosure of my information (including personal information) by the Program Administrators, any of their service providers (including the service provider running the Program Call Centre) and any authorized service organization ("Service Organization") or registered energy advisor ("REA") delivering the Program Stream on behalf of the Program Administrators, for the purposes of offering and administering the Program (including the Program Stream), including: (i) administering my participation in the Program, which includes communicating with you and designing, promoting, and operating the Program; (ii) determining my eligibility for participating in the Program or receiving a Rebate under the Program Stream; (iii) reporting on the Program (including to third parties); (iv) sending follow-up surveys and conducting studies, audits, evaluations or other verifications related to the Program; (v) developing, delivering

and administering other energy conservation and demand-side management programs or offers in Ontario (either independently, jointly or with other local utility and distribution companies); (vi) the IESO sharing your information with and receiving information from your local electricity utility or distribution company, as required for the purpose of administering and assessing the Program (which includes marketing and outreach activities) and/or other IESO Save on Energy programs; (vii) as may be required by the Minister of Energy and Electrification, Ontario Energy Board, Ontario Commissioner of the Environment, Natural Resources Canada, or the Government of Ontario (and their respective successor entities); and (viii) for such other purposes lawfully permitted by applicable privacy laws. Without limiting the foregoing, I further acknowledge and agree that my information may be shared between the Program Administrators, their respective service providers, your local electricity utility or distribution company and third parties who have a need to know this information for the purposes set out in this Section 1(a). I understand that the Program Administrators (including their respective service providers), or any Service Organization or REA may contact me directly, including by email or phone, for the above purposes, and I hereby consent to such contact.

- b) Personal information under the Program is collected, used, disclosed and otherwise handled by the IESO pursuant to its authority under the *Ontario Energy Board Act, 1998* and section 6 of the *Electricity Act, 1998*. The IESO complies with the privacy and protection requirements specified in *Ontario's Freedom of Information and Protection of Privacy Act*, as further described in its Privacy Policy at [www.ieso.ca/en/privacy](http://www.ieso.ca/en/privacy). Personal information is collected, used, disclosed, and otherwise handled by Enbridge in accordance with its Privacy Statement, which can be found at <https://www.enbridgegas.com/privacy-policy>.
- c) Pursuant to Canada's anti-spam legislation, the Program Administrators each hereby request my express consent to contact me (directly, by a service provider on their behalf (including any Service Organization or REA), or by your local electricity utility or distribution company on behalf of the IESO) at the electronic address or phone number listed in this document with information about the Program, future energy conservation programs, or additional Enbridge or IESO Save on Energy programs and services. By signing this document, I am confirming my express consent. You may withdraw your consent at any time or manage your subscription preferences through the unsubscribe mechanism included in these electronic communications.
- d) I understand that if I have any questions, wish to update or correct my personal information, or to withdraw my consent in respect of any matter contemplated by this Section 1, I can contact: (i) Enbridge by mail: attention Privacy Officer at Enbridge Gas Inc., 500 Consumers Rd, North York ON, M2J 1P8, or by email at [privacy.office@enbridge.com](mailto:privacy.office@enbridge.com); or (ii) the IESO by mail: attention Privacy Officer at 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1; by phone at 416-969-6277; or by email at [privacy@ieso.ca](mailto:privacy@ieso.ca).

## 2. Eligibility, Evaluation, Monitoring and Verification

- a) As a condition of receiving a Rebate under the Program Stream, I declare and attest to the following: (i) I am eligible to participate in the Program Stream and receive a Rebate under the Program Stream; and (ii) the information that I am providing to the Program Administrators, or any Service Organization or REA, including in the Application and these Terms and Conditions is true, accurate and complete. I further acknowledge and agree that: (iii) any false or misleading statements made by me will result in my disqualification from participating in the Program and receiving a Rebate under the Program Stream; and (iv) incomplete Applications, including a failure to comply with Application requirements, may delay the processing of the Application or render the Application ineligible for participation in or payment under the Program Stream.
- b) I agree upon request by the Program Administrators or any Service Organization or REA to: (i) participate in any survey, studies, audits, evaluations or verifications conducted in connection with the Program, including for the purposes of Program administration, monitoring and verification of these Terms and Conditions, or evaluation of the Program; (ii) provide to the Program Administrators, or any Service Organization or REA reasonable access to my records and facilities for such purposes contemplated in subsection (i); and (iii) provide any additional requested information and supporting documents needed to evaluate my Application and my participation in the Program Stream.

### 3. Provision of Products and/or Services by Others

In addition to the Qualified Measures, a Service Organization or REA may offer, or refer me to contractors that can offer energy efficiency products and/or services that are outside the scope of, and ineligible under, the Program (**"Other Products/Services"**). I acknowledge and agree that the provision and installation of any Other Products/Services is unrelated to the Program (and for certainty, not eligible for any rebate or other incentive under the Program) and I am under no obligation to proceed/purchase any Other Products/Services offered by any Service Organization, REA or any contractor referred by any such Service Organization or REA. The Program Administrators are not affiliated with, and do not endorse or recommend, any Other Products/Services.

### 4. Limitations, Indemnity and Release

- a) The Participant acknowledges and agrees that the Program Administrators are not responsible for the provision of any Audits, Qualified Measures, any Other Products/Services, or any acts or omissions of any Service Organization, REA or any other person. The Program Administrators make no representation, warranty or guarantee regarding the suitability or use of any Audits, Qualified Measures, Other Products/Services, and shall not be liable for any claim, or any costs, expenses, losses and damages of any kind, including direct, indirect, special, or consequential damages, incurred by the Participant or any other person in connection with any Audits, Qualified Measures, Other Products/Services, or any acts or omissions of any Service Organization, REA or any other person. The energy cost savings and other benefits described in connection with the Program Stream are based on estimates, and actual results may differ. The Program Administrators make no representation, warranty, endorsement, or recommendation of any kind with regard to the Program Stream. The Program Administrators also do not guarantee any energy cost savings or other benefits arising from the Program Stream. The Qualified Measures are intended for use only as directed and improper use may result in injury or damage. The Participant bears the entire risk of liability, loss, damages, costs and expenses which the Participant may suffer, sustain or incur as a result of participating in the Program, performing any Audits, and installing and using any Qualified Measures or relating to, in connection with, resulting from, or arising out of any matter described in these Terms and Conditions.
- b) The Participant hereby agrees and certifies that the Participant will: (i) indemnify and save harmless Enbridge, the IESO, Enbridge's affiliates, and each of their respective directors, officers, employees, agents, contractors, service providers, Service Organizations, REAs and representatives (**"Representatives"**) from any and all liability and all claims, losses, damages (including direct, indirect, special or consequential damages), expenses and proceedings for personal injury (including death) or property damage of any person relating to, in connection with, resulting from, or arising out of the Program or any other matter contemplated by these Terms and Conditions; and (ii) release and forever discharge the Program Administrators and all Representatives from any and all manner of action and inaction, cause or causes of action, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity arising out of, or which are in any way related to, the Program or any other matter contemplated by these Terms and Conditions.

### 5. No Other Funding Sources

The Participant acknowledges and agrees that the Participant will not be eligible to receive any Qualified Measure Rebate in respect of any Qualified Measures for which the Participant has already received, or expects to receive, under any other Enbridge, IESO Save on Energy, or Government of Ontario program.

### 6. Environmental Attributes

- a) The Participant acknowledges and agrees that all right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, directly or indirectly, arising as a result of, relating to or in connection with the oil, propane, wood or electricity savings, demand savings or natural gas savings from the Qualified Measures that have been installed under the Program Stream, and the right to quantify and register these, including without limitation, any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, and emission reduction allowance (collectively, the **"Environmental Attributes"**) are hereby transferred and assigned to, or to the extent transfer or assignment is not permitted, held in trust in favour of the IESO (with respect to Environmental Attributes arising as a result of, relating to, or in connection with the electricity savings and demand savings) or Enbridge (with respect to Environmental Attributes arising as a result of, relating to, or in connection with the natural gas savings). The Program Administrators will be entitled, unilaterally and without your consent, to deal with such Environmental Attributes in

any manner the relevant Program Administrator determines. You further acknowledge and agree that the relevant Program Administrator may direct you to take such actions and do all such things necessary to certify, obtain, quantify, and register with the relevant authorities or agencies such Environmental Attributes for the purpose of transferring, assigning, or holding in trust, such Environmental Attributes to and for the Program Administrator. You shall comply with any such directions and will be entitled to reimbursement of the cost of complying with such direction, provided that the relevant Program Administrator, acting reasonably, has approved such cost in writing prior to the cost being incurred by you.

## 7. Further Participant Acknowledgements

The Participant acknowledges and agrees that:

- a) The Program Stream is funded and delivered by the Program Administrators, and is available to Ontario residents who primarily space-heat their home with a furnace or boiler fueled by Enbridge-supplied natural gas at the time of their Pre-Audit and/or their Post-Audit, and Ontario residents who primarily heat their home with oil, propane, wood, or electricity, where the home is connected to the IESO-controlled grid through an Ontario local electric utility (excluding Cornwall Electric, whose customers are not connected to the IESO-controlled grid) at the time of their Pre-Audit and their Post-Audit. For greater clarity, the Participant may primarily space-heat the Participant's home with Enbridge-supplied natural gas at either (i) the time of the Pre-Audit, (ii) the time of the Post-Audit, or (iii) at the times of both the Pre-Audit and Post-Audit or the Participant may heat their home with electricity, propane, wood or oil at both the Pre-Audit and Post-Audit.
- b) I will be responsible for paying out of pocket for both Audits, and the Program Administrators may reimburse me up to \$600 toward the combined cost of the Audits under the Program Stream only if I successfully install at least two Qualified Measures and satisfy all other Program requirements (including as specified in the Additional Program Eligibility Requirements).
- c) Submission of an Application and completion and signing of these Terms and Conditions does not constitute a commitment on the part of the Program Administrators to award any Rebate or other financial incentive to me.
- d) If I am: (i) an Ontario resident who primarily space-heats my home with a furnace or boiler fueled by Enbridge-supplied natural gas at the Pre-Audit and/or Post-Audit, the maximum Rebate amount available to me under the Program Stream is \$5,000; or (ii) an Ontario resident in an oil, propane, wood or electrically heated home connected to the IESO-controlled grid through an Ontario local electric utility (excluding Cornwall Electric, whose customers are not connected to the IESO-controlled grid) at both the Pre-Audit and Post-Audit the maximum Rebate amount available to me under the Program Stream is \$10,000; in each case inclusive of the \$600 that I may receive in respect of the Audits. The amount of any Rebate which I may be eligible to receive shall not exceed the total actual cost incurred by me to complete the Audits and Qualified Measures, and the Program Administrators may reduce the Rebate amount (and in certain circumstances request a full or partial refund of any Rebate amounts previously paid to me) to ensure that the Rebate awarded to me does not exceed the total actual cost incurred by me to complete the Audits and Qualified Measures. For example, if the total cost incurred by me to complete the Audits and Qualified Measures is \$4,000, any Rebate awarded to me under the Program Stream will not exceed \$4,000.
- e) To be eligible for a Rebate under the Program Stream, in addition to complying with all other Program requirements set out herein and in the Additional Program Eligibility Requirements, I must complete my Post-Audit within 180 days following the completion of my Pre-Audit or by **December 31, 2025**, whichever comes first, provided that my Post-Audit must be scheduled and entered into the Program Administrators' tracking system by no later than **November 30, 2025**. The Program Administrators reserve the right to disqualify me from participating in the Program Stream or receiving any Rebate, and permanently close my Application / Program Stream file if I do not (i) complete a Post-Audit by the earlier of 180 days following the completion of my Pre-Audit or December 31, 2025, and (ii) schedule and enter into the Program Administrators' tracking system my Post-Audit by November 30, 2025.
- f) Rebates may be awarded to eligible participants starting **January 28, 2025** until such time as Program Stream funding has been fully allocated, modified, terminated or exhausted, and no Rebate can be awarded, and no payment can be made, to any participant (including to me) under the Program if Program funding is fully allocated, modified, terminated, exhausted or otherwise unavailable (as determined by the Program Administrator's in their sole discretion).

- g) Enbridge is entitled to claim the natural gas savings arising out of the Qualified Measures that are subject to a Rebate under the Program Stream for the purpose of reporting to the Ontario Energy Board and the IESO is entitled to claim the oil, propane, wood and electricity savings and peak demand savings arising out of the Qualified Measures that are subject to a Rebate under the Program Stream.

## 8. Miscellaneous

Except as otherwise provided, these Terms and Conditions constitute the entire agreement between myself, and the Program Administrators, in connection with its subject matter and supersede all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of these Terms and Conditions. These Terms and Conditions will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. These Terms and Conditions will enure to the benefit of and are binding upon the Program Administrators and myself and the respective successors and permitted assigns of the Program Administrators and myself. These Terms and Conditions will not be assigned by myself to another person. I will, from time to time, on written request by the Program Administrators, do all such further acts and execute and deliver or cause to be done, executed and delivered all such further things as may be reasonably required in order to fully perform and to more effectively implement these Terms and Conditions. The invalidity, unenforceability, or illegality of any provision in these Terms and Conditions will not, to the extent permitted by applicable law, affect the validity, enforceability or legality of any other provision of these Terms and Conditions, which will remain in full force and effect. The insertion of headings is for convenience of reference only and will not affect the interpretation of these Terms and Conditions. The terms "hereof", "hereunder", and similar expressions refer to these Terms and Conditions and not to any particular section or other part of these Terms and Conditions. The word "including" means "including without limitation", and the words "include" and "includes" have a corresponding meaning.