

Terms and Conditions - Landlord

Under the Program, subject to satisfying all Program requirements, and complying with all provisions of this Agreement, the Participant may be eligible to receive one or more of the energy-efficiency retrofit measures and/or TAPS measures listed in the tables at Sections C and D above, respectively (each, a **“Measure”** and collectively, the **“Measures”**) at the Address, in accordance with the terms and conditions set out herein. If eligible to receive any Measure(s), such Measure(s) will be provided and installed free of charge to the Participant by the Delivery Agent’s sub-contractor (**“Contractor”**). In addition to, and without limiting, any other requirement set out herein, receipt of any Measure is conditioned upon the Participant completing 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 each Address. Audits are to be performed by Registered Energy Advisor who is duly registered with NRCAN to perform such Audits (an **“REA”**). In consideration for the provision and installation of any Measure(s), the Participant agrees to the following terms and conditions:

1. The Participant: (i) hereby authorizes Enbridge Gas to provide, and the Delivery Agent, REA or the Contractor, on behalf of Enbridge Gas, to install the Measure(s), conduct the Audits, and remove and dispose of the existing equipment expressly specified in Section E above (**“Existing Equipment”**) at the Address; (ii) acknowledges and agrees that the provision and installation of the Measure(s) and the removal of the Existing Equipment will be performed by the Delivery Agent or the Contractor on behalf of Enbridge Gas without cost to the Participant; (iii) shall provide Enbridge Gas and the Delivery Agent (and/or the REA or the Contractor) such access to the Address as is required to perform the activities contemplated by this Agreement, including the Audits; and (iv) represents and warrants that the Participant has disclosed to Enbridge, the Delivery Agent, or any of their respective representatives (including any REA or Contractor) true, correct and accurate information regarding the condition of the property at the Address, including any existing health or safety concerns, or any other issues that would jeopardize or preclude the Participant's eligibility to participate in the Program. The Participant shall obtain all right, title and interest in any Measure(s) set out in the table above installed at the Address.
2. The Participant shall strictly comply with its obligations under the Residential Tenancies Act (Ontario), including requirements to provide advance notice to each Tenant with respect to Delivery Agent’s entry into the Address in order to perform Audits and carry out the installation of the Measure(s) under the Program in accordance with this Agreement. Without limiting the foregoing, the Participant shall not increase the amount of rent paid by any Tenant, if applicable, on the basis of the installation of any Measure(s) at the Address.
3. **Disclosure; Consent to Use Information**
 - a) The Participant hereby consents to the collection, use and disclosure of the Participant’s information (including Participant’s contact details, building type, age of home, fuel source, and records showing energy use and consumption for the period beginning three years before the date hereof and ending on the date that is three years after the installation of the Measures, including natural gas consumption records from Enbridge Gas) (collectively, **“Participant Information”**) by Enbridge Gas, Enbridge Gas’ affiliates, the Delivery Agent, any REA, and any of their respective service providers delivering the Program on behalf of Enbridge Gas, for the purposes of offering and administering the Program, including: (i) administering the Participant’s participation in the Program, including communication, design, promotion, and operation; (ii) determining the Participant eligibility for participating in the Program or receiving Measure(s) under the Program; (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 entities, including the Independent Electricity System Operator (the “**IESO**”), other gas utilities, local utilities and electricity distribution companies); (vi) as may be required by the Minister of Energy and Mines, the Ontario Energy Board (the “**OEB**”), Ontario Commissioner of the Environment, Natural Resources Canada, or the Government of Ontario (and their respective successor entities); and (vii) for such other purposes lawfully permitted by applicable privacy laws. Without limiting the foregoing, the Participant further acknowledges and agrees that: (A) the Participant Information may be shared and disclosed as between Enbridge Gas, Enbridge Gas’ affiliates, the Delivery Agent, the REA(s), the IESO, the Participant’s local electricity utility or electricity distribution company, each of the foregoing’s respective representatives and service providers, and other third parties who have a need to know this information for the purposes set out in this Section 3(a); (B) Enbridge Gas may also disclose certain of the Participant Information, on an anonymized basis, to third parties in connection with Enbridge Gas’ business purposes; and the Participant hereby consents to such sharing and disclosure. For greater certainty, Participant Information may include personal information, as such term is defined under applicable privacy legislation.

- b) The Participant acknowledges and agrees that Enbridge Gas, the Delivery Agent, and their respective representatives and service providers may contact the Participant directly, including by email, SMS or phone, for the purposes set out in Section 3(a), and the Participant hereby consents to such contact.
- c) All personal information collected for this Program will be handled in accordance with the Enbridge Gas’ Privacy Statement.
- d) For questions, updates, corrections to personal information, or withdrawal of consent, the Participant may contact Enbridge Gas 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

4. Eligibility, Evaluation, Monitoring and Verification

- a) As a condition of receiving a Measure under the Program, the Participant represents, warrants and covenants that: (i) the Participant is eligible to participate in and receive a Measure under the Program; and (ii) the information that the Participant provides to Enbridge Gas, the Delivery Agent, the REA, or any of their respective representatives or service providers, including in the Work Order Form that forms part of this Agreement, is true, accurate and complete. The Participant further acknowledges and agrees that: (iii) any false or misleading statements made will result in the Participant’s disqualification from participating in the Program and receiving any Measures under the Program; and (iv) incomplete Work Order Forms, including a failure to comply with Work Order Form requirements, may delay the processing of the Participant’s application or render the application ineligible for participation in or incentive payment.
- b) The Participant agrees, upon request by Enbridge Gas, the Delivery Agent, the REA, or any of their respective representatives or service providers, 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 compliance with the terms of this Agreement, or evaluation of the Program; (ii) provide Enbridge Gas, the Delivery Agent, the REA, or any of their respective representatives or service providers, reasonable access to the Participant’s records and facilities for such purposes contemplated in subsection (i) of this Section 4(b); and (iii) provide any additional requested information and supporting documents needed to evaluate the Participant’s application and participation in the Program.

5. Provision of Products and/or Services by Others

In addition to the Measures, the Delivery Agent, REA, Contractor, or any of their respective



representatives or subcontractors, may offer, or refer the Participant to, third parties that may offer products and/or services (including energy efficiency products and/or services) that are outside the scope of, and ineligible under, the Program ("**Other Products/Services**"). The Participant acknowledges and agrees that the provision and installation of any Other Products/Services is unrelated to the Program (and for certainty, not eligible for any incentive or reimbursement under the Program or any other program offered by Enbridge Gas) and the Participant is under no obligation to proceed/purchase any Other Products/Services offered by any Delivery Agent, REA, Contractor, any of their respective representatives or subcontractors, or any third party referred by any such person. Enbridge Gas is not affiliated with, and does not endorse or recommend, any Other Products/Services.

6. Disclaimer, No Liability, Release

- a) **Any energy cost savings and other benefits described in connection with the Program are based on estimates, and actual results may differ. Enbridge Gas makes no representation, warranty, endorsement, or recommendation of any kind with regard to the Program (including any Audits, Measure(s) or any Other Product/Services). Enbridge Gas also does not guarantee any energy cost savings, or that the Participant will receive any particular Measure(s) or any other benefits arising from the Program. None of Enbridge Gas, its affiliates, nor their respective employees, officers, or directors (collectively, the "Enbridge Representatives") will be liable for any loss, damage, or injury to persons or property, including any economic loss, loss of goodwill, loss of profit or any direct, indirect, special or consequential damages, and any costs or losses, expenses, fees, liabilities, allegations, causes of action, suits, proceedings, debts, penalties and demands arising therefrom or connected therewith in any nature or kind whatsoever arising from or related to: (i) the supply, installation, operation, servicing, maintenance, repair, or use of the Measure(s), whether installed in accordance with the manufacturer's instructions or otherwise; (ii) the interruption of power or natural gas service to any equipment to which the Measure(s) are connected; (iii) the performance of any Audits; (iv) the Participant's breach or non-compliance with the terms of this Agreement, the Residential Tenancies Act, or any other law or regulation applicable to the activities contemplated herein; and (v) the Program, or any matters related to this Agreement, including any acts or omissions of Enbridge Gas, the Enbridge Representative, the Delivery Agent, any REA(s), or any other person. The Participant shall release, indemnify, and hold harmless Enbridge Gas and the Enbridge Representatives from, and against any and all of the foregoing.**
- b) **The Measures are intended for use only as directed and improper use may result in injury or damage. Except as specifically set forth or referenced in this Agreement, Enbridge Gas disclaims all representations, warranties and conditions, express, implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, performance, workmanship, safety, legal compliance, fitness for a particular purpose or any other aspect of any Measures installed or implemented pursuant to this Agreement and in connection with the Program.**
- c) **Without limiting any other provision of this Agreement, the Participant is responsible for independently assessing the risk of installing the Measure(s) and ensuring that the Measures selected are suitable for the Participant's situation and goals, and the Participant agrees to accept any future impacts to the Participant's energy bill that may result from Participant's participation in the Program. It is Participant's responsibility to work with the Delivery Agent and REA to understand the potential impacts of the Measure(s) on the Participant's energy bill. The Participant acknowledges and agrees that 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 and installing and using any Measures.

7. Termination

Enbridge Gas may terminate the Participant's participation in the Program and eligibility to receive any Measure at any time, for any reason and without liability upon notice to the Participant via email, including if the Participant does not comply with the terms of this Agreement, the Program requirements, or applicable law, or Enbridge Gas declares the Participant's application to be ineligible for the Program.

8. Further Participant Representations, Warranties, Covenants, and Acknowledgments

- a) The Participant represents, warrants and covenants that the Participant has due authority and right over the Address to authorize the installation of the Measures and removal and disposal of the Existing Equipment, if applicable.
- b) The Participant shall not sell, lease, assign, transfer or dispose of (collectively, "**Transfer**") the Measures to any third party, except in connection with a Transfer of the premises at the Address.
- c) The Participant acknowledges and agrees that: (i) Enbridge Gas reserves the right, at all times, in its sole and absolute discretion, to determine whether the Participant is eligible to receive any Measures under the Program, taking into consideration the Participant's compliance with this Agreement, or the results of the Pre-Audit or any other assessment completed by Enbridge Gas, the Delivery Agent, and/or any of their respective representatives or service providers; and (ii) submission of a Work Order Form and completion and signing of this Agreement does not guarantee Participant's eligibility to participate in the Program, nor does it constitute a commitment on the part of Enbridge Gas to provide any Measure or any other incentive or benefit to the Participant. For greater certainty, and without limiting the foregoing, the Participant acknowledges and agrees that: (iii) Participant's participation in any initial screening or pre-screening conducted by Enbridge Gas, the Delivery Agent, any REA, or any of their respective representatives or service providers, does not guarantee that the Participant will be eligible to proceed to the Pre-Audit stage or any other subsequent stage in the Program application process; and (iv) Participant's completion of a Pre-Audit or any preliminary screening or other assessment does not guarantee that Participant will receive any Measures under the Program.
- d) It is an objective of Enbridge Gas to maximize Program participation levels. Repeat participation in the Program by any participant may be inconsistent with this objective given the limited Program funding available. Enbridge Gas hereby reserves the right to disqualify the Participant where Enbridge Gas determines, in its sole discretion, that the Participant or someone in the Participant's household has previously participated in the Program and has benefitted from the installation of Measures.
- e) Enbridge Gas is entitled to claim the natural gas and peak demand savings arising out of the Measures under the Program for the purpose of reporting to the OEB.
- f) If the Participant has opted to receive a carbon monoxide (CO) alarm ("**CO Alarm**") from Enbridge Gas, in addition to completing the Application and executing these Terms and Conditions, the Participant must also execute the Carbon Monoxide (CO) Alarm – Waiver and Release attached hereto. If Participant fails or declines to execute the Carbon Monoxide (CO) Alarm – Waiver and Release, the Participant will not be eligible to receive a CO Alarm from Enbridge Gas.

9. Miscellaneous

This Agreement constitutes the entire agreement between the Participant and Enbridge Gas 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 the Agreement. The Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Agreement will enure to the benefit of and are binding upon Enbridge Gas and the Participant and the respective successors and permitted assigns of Enbridge Gas and the Participant. The Agreement will not be assigned by the Participant to another person. The Participant will, from time to time, on written request by Enbridge Gas, 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 the Agreement. The invalidity, unenforceability, or illegality of any provision in the Agreement will not, to the extent permitted by applicable law, affect the validity, enforceability or legality of any other provision of the Agreement, 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 the Agreement. The terms “hereof”, “hereunder”, and similar expressions refer to the Agreement and not to any particular section or other part of the Agreement. The word “including” means “including without limitation”, and the words “include” and “includes” have a corresponding meaning. The provisions in the Agreement that would require survival beyond the completion of the installation or implementation of the Measures, termination of the Agreement, or the completion of any other element under the Program, in order to give them full force and effect, including the acknowledgements, representations, warranties, disclaimers, releases, indemnities, and consents contained herein, will survive the termination or expiration of this Agreement, regardless of the date, cause or manner of such termination or expiration, and will remain in full force and effect.