



# Power Savings Blitz Program Work Order Form and Customer Agreement

Local Electricity Distribution Company: \_\_\_\_\_ (the "LDC")

GST Registration No.: \_\_\_\_\_

**CUSTOMER INFORMATION:**

Customer's Business Name: \_\_\_\_\_ (the "Customer")

Contact Name: \_\_\_\_\_

Customer Account Number: \_\_\_\_\_

**BUSINESS INFORMATION:**

Address: \_\_\_\_\_ (the "Business Address")

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ or: \_\_\_\_\_ Type of Business:

\_\_\_\_\_

Total sq. ft.: \_\_\_\_\_

Peak Demand (kW): \_\_\_\_\_

Annual electricity usage (kWh): \_\_\_\_\_

Annual electricity costs (\$): \_\_\_\_\_

Business Operating Schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Open at:							
Close at:							

**CONTRACTOR INFORMATION:**

Contractor's Name (if applicable): \_\_\_\_\_ (the "Contractor")

Contractor's Address: \_\_\_\_\_

Contractor's Telephone Number: \_\_\_\_\_

GST Registration No.: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Assessment: \_\_\_\_\_

Name of Assessor: \_\_\_\_\_

Date of Installation: \_\_\_\_\_

Name of Installer: \_\_\_\_\_

This table sets out the proposed retrofit opportunities, the costs of those retrofits, and the amounts covered by the LDC. The Customer agrees and acknowledges that the Customer is responsible for all other amounts.

ID #	Quantity #	Existing Equipment	Retrofit Measures	Retrofit Cost (including all applicable taxes)	Percentage and Amount of Retrofit Cost funded by the LDC
			<b>Total*</b>		
			Less Program Payment Threshold* (pursuant to the terms and conditions set out below)		
			Amount payable by Customer*		
			GST included in Amount payable by Customer		
			*All amounts listed above include applicable sales taxes		

To be completed before the Retrofit Measures are installed:

The LDC offers the above-listed Retrofit Measures to the Customer pursuant to the terms of this Work Order Form and Customer Agreement and pursuant to the Power Savings Blitz Program (the "Program") offered by the Ontario Power Authority. In consideration for the installation of those Retrofit Measures, the Customer agrees to the following terms and conditions:

1. The LDC shall provide the Customer free of charge with the above-listed Retrofit Measures totalling more than \$300 but no more than \$1,050 (which amounts include all applicable sales taxes including GST). The Customer shall be liable directly to the LDC for any costs less than \$300 or in excess of \$1050 and shall pay such amounts as agreed between the Customer and the LDC. The Customer and the LDC may agree separately on any method or payment of such costs, and for certainty the LDC may direct and authorize the Customer to pay the excess amount directly to the Contractor (if any).

2. The Customer authorises (i) the LDC to install the Retrofit Measures at the Business Address. The Customer agrees and acknowledges that the installation may be performed by the Contractor on behalf of the LDC, and that the Contractor was selected and obtained by the Customer through normal commercial channels without any representation, warranty, endorsement or recommendation by the LDC or the OPA.

The Customer authorises (i) the LDC to disclose Customer Information to the Ontario Power Authority (the "OPA") for the purposes of this Program, (ii) the LDC and/or the OPA to collect, disclose, use and process any Customer Information, including to disclose it publicly as it relates to the Program and to disclose it to the Ontario Energy Board, provided that such Customer Information will otherwise be held confidential except as required by law or under the Freedom of Information and Protection of Privacy Act. "Customer Information" means any information provided by the Customer, including personal information 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 Retrofit Measures. The Customer represents and warrants that the Customer has due authority and right over the Business Address to authorise the installation of the Retrofit Measures.

3. The Customer covenants that (i) the Customer shall not sell, lease, assign, transfer or dispose of the Retrofit Measures to any third party; and (ii) the Customer will participate in any follow up surveys, studies, audits, evaluations or verifications conducted by the LDC or the OPA or their agents in connection with the Program.

4. The Customer agrees and acknowledges that (i) the Customer has independently assessed the risk of installing a Retrofit Measure; (ii) the Retrofit Measures have been selected and obtained through normal commercial channels, and neither the LDC nor the OPA make any representation or warranty as to the fitness for use of any such products for their intended purpose or otherwise; (iii) the energy cost savings and other benefits described in connection with this Program are based on estimates, and actual results may differ; (iv) neither the LDC nor the OPA will be liable for any direct, indirect, special or consequential damages, costs or losses arising from the installation or use of the Retrofit Measures, whether in accordance with the manufacturer's instructions or otherwise, or from any actions, negligence or misconduct by any Contractor; (v) the Retrofit Measures are intended for use only as directed. Improper installation or use may result in injury or damage.

5. The Customer represents and covenants that this Business Address has not received nor will receive any other funding for the Retrofit Measures, this Business Address has not participated in nor received any funding from the Electricity Retrofit Incentive Program, and the Customer shall not receive funding from nor participate in that program in the future for this Business Address, unless, in each case, the Customer requests and receives the prior written permission of the OPA (at the OPA's sole discretion).

6. The Retrofit Measures are subject to availability of funds in the Program, and the Program or the installation of a Retrofit Measure may be terminated or discontinued at any time by the LDC without notice

7. The Customer transfers and assigns to the OPA, unconditionally and absolutely, all of its right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with this Program, and the right to quantify and register these, including without limitation, any renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission reduction allowance (collectively, the "Environmental Attributes"). The OPA shall be entitled, unilaterally and without the consent of the Customer, to deal with Environmental Attributes in any manner it determines, regardless of whether any consideration is being received by the Customer.

8. Goods and Service Tax Compliance: The parties agree and acknowledge that (i) the LDC is supplying the above-listed Retrofit Measures to the Customer; and (ii) that the Contractor is supplying its services to the LDC. Accordingly, the parties agree and acknowledge that:

- (i) the Customer is the GST "recipient" of the Retrofit Measures being supplied by the LDC and the total consideration paid by the Customer to the LDC is the "Amount payable by Customer" amount listed on the Work Order Form which includes GST;
- (ii) the LDC is the GST "recipient" of the work performed by the Contractor and the total consideration paid by the LDC to the Contractor is the Retrofit Cost.
- (iii) The Customer will only claim an input tax credit, to the extent eligible, for the GST that is payable by the Customer to the LDC as specified in the "Amount payable by Customer" amount listed on the Work Order Form.

**The Customer represents and warrants that (i) it is an electricity distribution customer of the LDC, (ii) it is a commercial business, (iii) its monthly peak demand for electricity is less than 50kW, (iv) it carries on its business at the Business Address and occupies the entire municipal address; and (v) the Business Address is separately metered.**

By signing below, you agree to and acknowledge all of the above terms and conditions.

Customer's Business Name: \_\_\_\_\_ (please print)

Per: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_ (please print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

To be completed after the Retrofit Measures have been installed:

By signing below, you agree to and acknowledge all of the above terms and conditions, and that the Retrofit Measures have been satisfactorily installed,

Customer's Business Name: \_\_\_\_\_ (please print)

Per: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_ (please print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_