

**POOLSAVER PROGRAM
POOLSAVER INSTANT REBATE APPLICATION AND AGREEMENT
(the "Participation Agreement")**

APPLICANT INFORMATION	
Customer Name:	
Installation Address:	
City/Town:	Postal Code:
Phone:	Email Address:
Electric Utility:	<input type="checkbox"/> Hydro Ottawa <input type="checkbox"/> Renfrew Hydro
Account Number:	
Purchase Date:	
Vendor:	
Qualifying Pool Pump: (as purchased from the "Vendor"):	
Scheduled Installation Date:	
Manufacturer Make & Model:	
Property Type:	<input type="checkbox"/> Detached Home (single family) <input type="checkbox"/> Attached Home <input type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter Occupied
Customer initials here: <input style="width: 50px; height: 20px;" type="text"/>	I have purchased the Qualifying Pool Pump described above and have received a \$400 instant rebate as evidence on my invoice a copy of which is attached hereto.

The Poolsaver Program is offered by Hydro Ottawa Limited ("**Hydro Ottawa**") on behalf of itself and Renfrew Hydro Inc. ("**Renfrew Hydro**") and funded by the Independent Electric System Operator ("**IESO**") (collectively, the "**Program Operators**").

By submitting this Application, I understand and agree to the following:

1. To be eligible for the \$400 instant rebate, I have purchased a Qualifying Pool Pump from a participating Vendor and retained the Vendor to install the Qualifying Pool Pump as described in this Application.
2. I represent and warrant that:
 - a. I am a Hydro Ottawa or Renfrew Hydro electricity customer who resides in a single-family residential home (attached or detached), with an in-ground pool that has an existing single-speed pool pump;
 - b. The Vendor has or will install the Qualifying Pool Pump at the Installation Address within 30 days of purchase or before December 31, 2020, whichever comes first;
 - c. The Vendor has provided an \$400 instant rebate off of the total price of the Qualifying Pool Pump in the amount;
 - d. if I am a tenant I have obtained all required right and authority to install the Qualifying Pool Pump;
 - e. the Qualifying Pool Pump replaces an existing single speed pool pump which has been removed and decommissioned and will not be reused or resold; and
 - f. all information contained in the Agreement is true, accurate and complete.
 - g. I understand that the Program Operators make no representations regarding manufacturers, dealers, contractors, material or workmanship. I also understand that the Program Operators make no warranty whether express or implied, including without limitation the implied warranties of

merchantability and fitness for any particular purpose, use or application of the product.

- 3. I agree that the Program Operators have no liability whatsoever concerning (1) the quality, safety and/or installation of the Qualifying Pool Pump, including their fitness for any purpose, (2) the estimated energy savings of the Qualifying Pool Pump, (3) the workmanship of any third party, (4) the installation or use of the Qualifying Pool Pump, (5) any other matter with respect to the Program. I waive any and all claims against the Program Operators and their respective parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of the Program Operators in connection with this Application for an incentive under the Poolsaver Program.
- 4. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PROGRAM OPERATORS SHALL NOT BE LIABLE HEREUNDER FOR ANY TYPE OF DAMAGES WHETHER DIRECT OR INDIRECT INCIDENTAL, CONSEQUENTIAL EXEMPLARY, RELIANCE, PUNITIVE OR SPECIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING NEGLIGENCE OF ANY KIND.**
- 5. **I agree that I may be required to provide the Program Operators reasonable access to the Address and my records for the purpose of verifying compliance with the Poolsaver Program. I also agree to participate in any survey, study, audit or verification conducted by the Program Operators in connection with the Poolsaver Program.**
- 6. The Program Operators are committed to protecting the personal information in its custody or control in accordance with applicable privacy laws. The Participant may access Hydro Ottawa’s privacy policy at <https://hydroottawa.com/about/policies/privacy> and the IESO’s privacy policy at www.ieso.ca/Pages/Privacy-Policy.aspx. I hereby consent to collection and use information pursuant to this Poolsaver program by the Program Operators for the purpose related to the operation, administration and/or assessment of the Poolsaver program and, as it applies to Hydro Ottawa, for the purposes outlined in the Hydro Ottawa privacy policy. Questions about Hydro Ottawa’s collection should be directed to Hydro Ottawa Limited, 3025 Albion Road North, P.O. Box 8700, Ottawa ON K1G 3S4 or at: privacy@hydroottawa.com
- 7. I further consent to the collection, use and disclosure of my personal information by the Program Operators in connection with the Poolsaver Program including for the purposes of reporting, follow-up surveys, studies and audits, and the provision to the IESO of my past and current energy usage for such purposes. I understand that in connection with such reporting, surveys, studies and audits, the Program Operators may contact me directly, including by email and other electronic communications. Pursuant to Canada’s anti-spam legislation (hereinafter “CASL”, Hydro Ottawa, on behalf of the IESO is hereby requesting your Express Consent (as that term is meant in CASL and its associated Regulations) to contact you at the electronic address identified in this Participation Agreement. If you wish the IESO to communicate with you by email in connection with the Poolsaver Program, future conservation programs, customer satisfaction surveys and other related purposes, please confirm by clicking here <http://powerauthority.on.ca/subscribe-updates> or sign here:
X: _____

You may withdraw your consent at any time. You may also reach the IESO at 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1; ieso.ca; saveonenergy.ca; or 905 403-6900

- 8. Except as otherwise provided, these terms and conditions constitute the entire agreement between you and the Program Operators in connection with its subject matter and supersedes all prior representations, warranties and understandings whether written or verbal. This Participation Agreement is governed by, and is to be construed and interpreted in accordance with the laws of Ontario. Nothing contained herein shall be deemed to constitute a principal and agency relationship or partnership or joint venture or to create any agency or fiduciary relationship between the parties. The Customer may not assign, in whole or in part, its obligations or rights hereunder.

Signing below certifies that I understand and agree to the terms and conditions of this Participation Agreement.

Customer Signature: _____

Date: _____

Hydro Ottawa Approval (Office use only)

Authorized Signature: _____ Date Approved: _____