

**POOLSAVER PROGRAM VENDOR PARTICIPATION AGREEMENT**  
(the "Agreement")

VENDOR PARTICIPANT INFORMATION	
Vendor's Business Name:	
Business Address:	
City/Town:	Postal Code:
Phone:	Email Address:

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"). The Poolsaver Program terms and conditions are subject to change and termination without prior notice. For the purposes of this Agreement, a "Qualifying Pool Pump" means: (a) an Energy Star® qualified certified variable-speed pool pump (see: [www.energystar.gov/productfinder/product/certified-pool-pumps/results](http://www.energystar.gov/productfinder/product/certified-pool-pumps/results) for a non-exhaustive list of qualifying pool pumps); (b) equipped with multiple programmable speeds. Any term not defined in this document will be defined in the Poolsaver Participation Agreement (the "Participation Agreement").

By submitting this Agreement, I understand and agree to comply with the following terms and conditions:

1. The Poolsaver Program is available only to Hydro Ottawa and Renfrew Hydro electricity customers who reside in a single-family residential home (attached or detached), with an in-ground pool that has an existing single-speed pool pump.
2. I am eligible to receive \$400 from the Program Operators (the "Participant Incentive") for each Qualifying Pool Pump that I install that replaces an existing single-speed pool pump. Unless otherwise approved by Hydro Ottawa in writing, the maximum incentive payable to me as the Vendor Participant in any one calendar year shall not exceed \$120,000 (i.e. 300 Qualifying Pool Pumps multiplied by \$400).
3. I will remove the existing single speed pool pump and will take all necessary steps to have it decommissioned in accordance with disposal or decommissioning processes and applicable laws.
4. I agree that for each installation of a Qualifying Pool Pump, a corresponding customer **Participation Agreement** must be fully and properly executed and the **Vendor Data Submission Form** and such documents must be in the form provided and approved by Hydro Ottawa.
5. In order to receive the Participant Incentive, I agree that, I will submit a **Monthly Invoice** to Hydro Ottawa which shall include and indicate the following:
  - a. a list of the Installation Addresses where the Qualifying Pool Pump was installed along with the corresponding Participation Agreement;
  - b. a copy of the invoice for the sale of the Qualifying Pool Pump; and
  - c. the completed Vendor Data Submission Form demonstrating each Qualifying Pool Pump installation.
6. Subject to Hydro Ottawa's review and approval of the Monthly Invoice, Hydro Ottawa shall pay the Participant Incentive to the Vendor Participant within 30 days.
7. The Program Operators have the right to request access to the Installation Address stated in a Participation Agreement in order to verify compliance with this Vendor Agreement. **I will arrange access to the Installation Address and I understand that the Participant Incentive will not be paid or will be required to be reimbursed if the Participant at the Installation Address refuses to participate in any required inspection/verification.**
8. My participation in the Poolsaver Program is subject to Hydro Ottawa's approval of my status as a Poolsaver Program Vendor Participant. Hydro Ottawa may revoke my Vendor Participation if Hydro Ottawa determines, in its reasonable opinion and at its sole discretion, that I have not complied with the terms and conditions of this Agreement or have not remedied the non-compliance within 5 business days following notice of non-compliance.
9. I represent and warrant to the Program Operators as follows:
  - a. The Customer subject to a Participation Agreement will (i) be a single-family (attached or detached) home residential customer of Hydro Ottawa or Renfrew Hydro; (ii) own a swimming pool with a constant-speed pool pump motor; (iii) purchase the Qualifying Pool Pump from the Vendor; and (iv) will have the Qualifying Pool Pump installed by myself or a subcontractor hired by me;
  - b. I will provide an instant rebate in the amount of \$400 at the time of purchase of the Qualifying Pool Pump to the Customer identified in the Participation Agreement;
  - c. I will install Qualifying Pool Pumps at the Installation Addresses stated in the Participation Agreement;
  - d. If the Customer is a tenant, I will obtain the property owner's permission to install the Qualifying Pool Pump;
  - e. I am a registered "Class #5" or "Class #12" member of the Pool and Hot Tub Council of Canada;
  - f. All information contained in the Agreement is true, accurate and complete; and
  - g. I have the authority to execute this Agreement and to fulfill its obligations as contemplated herein.
10. I am responsible for meeting all Poolsaver Program requirements and comply with governmental, property owner and/or homeowner association requirements (if any) in my area regarding permits, local conditions, restrictions, codes, ordinances, rule and regulations concerning this installation and, if I use a contractor for any installation, I am

responsible for ensuring that the contractor holds the appropriate license for the work performed.

- 11. 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.
- 12. I agree that the Program Operators have no liability whatsoever concerning (i) the quality, safety and/or installation of the products, including their fitness for any purpose, (ii) the estimated energy savings of the product, (iii) the workmanship of any third party, (iv) the installation or use of the product, and (v) any other matter with respect to the Poolsaver 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 VENDOR APPLICATION FOR AN INCENTIVE UNDER THE POOLSAVER PROGRAM.** Without limiting the generality of the foregoing, none of such parties shall 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.
- 13. I agree to transfer and assign, or to the extent transfer or assignment is not permitted, hold in trust for, or in favour of, Hydro Ottawa in its capacity as agent for and on behalf of the IESO, and not for Hydro Ottawa's own benefit, all right, title and interest in and to all benefits or entitlements associated with the electricity savings or demand savings attributable to the installation of the Eligible Measure, 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, emission reduction allowance (collectively, the "**Environmental Attributes**"). Until the IESO notifies me otherwise, Hydro Ottawa, in its capacity as agent, shall be entitled, unilaterally and without my consent, to deal with such Environmental Attributes on behalf of the IESO in any manner Hydro Ottawa determines. I acknowledge that the IESO may direct me in the same manner as Hydro Ottawa and that until the IESO notifies me otherwise Hydro Ottawa may direct me to take such actions and do all such things necessary to certify, obtain, qualify 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 IESO and I shall comply with such directions, and will be entitled to reimbursement of the cost of complying with such direction, provided that Hydro Ottawa, acting reasonably, has approved such cost in writing prior to the cost being incurred by me.
- 14. 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](http://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](mailto:privacy@hydroottawa.com)
- 15. 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](http://ieso.ca); [saveonenergy.ca](http://saveonenergy.ca); or 905 403-6900
- 16. 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 Vendor 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 Vendor 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 Agreement.

Vendor Signature: \_\_\_\_\_

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

Hydro Ottawa Approval (Office use only)

Authorized Signature: \_\_\_\_\_

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