

# Portable air conditioning unit—Landlord consent

To be completed if applicant for the AC Unit under the Energy Conservation Assistance Program (the “Program”) does not own the subject property.

## Part I – Property details

### 1. Landlord information

First name	Last name	Name of Company (if you are a property manager)		
Mailing address	City	Province BC	Postal code	
Contact phone number	Contact email address			

### 2. Property Information

Mailing address	City	Province BC	Postal code
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### 3. Tenant Information

First name	Last name
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I acknowledge and agree:

- I am the owner, or authorized representative with authority to bind the owner, of the property. I accept the terms and conditions contained in this form.
- Information in this form is true and correct. I will notify BC Hydro immediately of any changes.
- I consent to BC Hydro collecting, using and sharing my information as set out on in Part III – section 9 below.
- The portable air conditioner unit (“AC Unit”) being provided under the Program will be the tenant’s property.
- BC Hydro may contact me to administer, verify compliance with, and evaluate the Program.

**Optional:** I agree to receive emails from BC Hydro containing news, updates and promotions regarding their products,

\_\_\_\_\_  
Property owner/manager name (Please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date(Year/Month/day)

Mail completed form to: BC Hydro ECAP Operations  
PO Box 8910 Stn. Terminal  
Vancouver, BC V6B 9Z9

- 1. BC Hydro.** The Program is administered and/or funded, in whole or in part, by British Columbia Hydro and Power Authority (“BC Hydro”), BC Hydro with funding for AC Units from His Majesty the King in the Right of the Province of British Columbia, as represented by the Minister of Health (the “Ministry”).
- 2. Product Installation.** BC Hydro’ provision and installation of the AC Unit is at no cost to the landlord. The landlord permits BC Hydro contractors (each, a “Contractor”) to conduct an evaluation to determine the suitability for the installation of a portable AC Unit and install where appropriate. The landlord also permits the Contractors to complete minor electrical upgrades to enable the installations of the AC unit including without limitation, replacing a plug receptacle, breaker or other minor repair at no cost to the landlord.
- 3. BC Hydro Site Visits.** Subject to the provisions of the Residential Tenancy Act, the landlord permits BC Hydro to conduct site visits to verify compliance, eligibility, and installation/operation of the AC Unit.
- 4. Program changes.** BC Hydro may modify or terminate the Program at any time and for any reason including without limitation the dates provided herein, without penalty or obligation. Notwithstanding the foregoing, any changes made to the Program will be at no cost to the tenant or landlord.
- 5. Availability of funding.** Funding is limited. BC Hydro, in their sole discretion, may prioritize applications and decide on funding or the type of the AC Unit, if any, the tenant may receive.
- 6. Acceptance of applications.** BC Hydro reserve the right, in their sole discretion, to accept or reject applications for any reason, whether or not criteria are met.
- 7. No liability.** BC Hydro, not being the designer, manufacturer, provider, or installer of the AC Unit, make no representations or warranties whatsoever as to the fitness of, the necessity for, the quality of the AC Unit or skill of any Contractor.
- 8. Release.** The landlord irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, the Ministry and BC Hydro, their affiliates or and any of their respective officers, directors, employees, agents, contractors, or representatives (collectively, the “Releasees”) for any damages, costs, expenses or other losses (including related to any physical injury, illness or death of any person, collectively, “Losses”) arising from the tenant’s participation in the Program or the installation and/or use of the AC Unit, except to the extent such Losses arise out of the Releasees’ negligence or wilful misconduct, it being understood that such foregoing release shall survive completion, termination, or expiry of the Program, or completion of installation and/or use of the AC Unit.
- 9. Use and disclosure of information.** The landlord consents and agrees BC Hydro and their Contractors and authorized agents may:
  - contact the landlord by phone, mail, email, or other method to administer, implement, evaluate, and research all elements of the Program and verify information;
  - collect and use landlord’s information (including personal information) on this form or information acquired during participation in the Program (including in home assessments and during site visits) and may disclose the information to affiliates and contractors, BC Hydro and other Program partners, to administer, implement and evaluate the Program, to conduct research, to confirm eligibility, to verify compliance, for quality assurance, and to develop other energy conservation programs.
  - retrieve account information and bill data for a period of 3 years prior to, and 3 years after, Program participation to evaluate consumption behavior and energy savings attributable to the Program, and to collect, use and disclose such information and data pursuant to (b) above.