

Sun Peaks Energy Efficiency Direct Install Pilot

Terms & Conditions v 3.0

The SunPeaks Energy Efficiency Direct Install Pilot (the “**Pilot**”) is offered by the British Columbia Hydro and Power Authority (“**BC Hydro**”).

By participating in the Pilot, the Participant agrees to be bound by these terms and conditions (this “**Agreement**”).

1. **Interpretation.** The words “**Participant**” and “**Residence**” shall have the meaning given to them in your submitted Pilot application form (the “**Application**”). References to “you” or “your” are references to the Participant as identified in the Application. “**Peak Saver Program**” means the demand response program offered by BC Hydro to its residential customers.
2. **Eligibility.** Participants must meet the following eligibility criteria:
 - a. Have received a direct invitation to participate in the Pilot from BC Hydro;
 - b. Are an individual aged nineteen (19) years or older;
 - c. Are the BC Hydro residential account (tiered rate or tiered rate with time-of-day pricing) holder for your Residence and such account is in good standing with no arrears outstanding;
 - d. Are a registered owner or tenant of your Residence;
 - e. If the Applicant is not the registered and legal owner (the “**Owner**”) of the Property, the Applicant represents and warrants to BC Hydro that it has the authority and the consent from the Owner to install these products at the Property, and the Applicant shall provide BC Hydro with evidence of their authority upon request.
 - f. Intend on residing in your Residence for at least two (2) consecutive years immediately following installation of the Equipment in your Residence;
 - g. The Residence receives electricity from feeder 2551_HFY as determined by BC Hydro;
 - h. The Residence is a single-family home, duplex, townhouse, strata, condominium, or apartment unit;
 - i. Have an existing internet connection, accessible by both wi-fi and ethernet and maintain it for the duration of the Pilot, and;
 - j. Have an operating smart meter.
3. **Inspection and Other Preliminary Requirements.** If your Application is approved by BC Hydro (in its sole discretion): (a) you will receive an email from BC Hydro or the Third Party Administrator (the “**Third Party Administrator**” and together with BC Hydro, the “**Administrators**”) at the email address specified in your Application (the “**Approved Email**”); (b) BC Hydro may deliver your Application to the Third Party Administrator; and (c) a BC Hydro approved installer (the “**Installer**”) will conduct an inspection of your Residence to determine what energy efficient measures can be installed. If BC Hydro determines, in its sole discretion, that your Residence is a good candidate (the “**Inspection Confirmation**”), an Administrator will notify you of same at the Approved Email. You will, if your Application is approved, permit Administrators and Installers to conduct the inspection referred to in this Section and provide, or cause to be provided, all necessary access to your Residence required to carry out the inspection. BC Hydro reserves the right to require Participants to provide additional documentation prior to installation of the Equipment.
4. **Condition Precedent.** BC Hydro’s obligations under this Agreement are subject to: (a) an Administrator or Installer providing the Inspection Confirmation; (b) receipt by BC Hydro of all necessary permits, consents and other approvals.
5. **Equipment.** For the purposes of this Agreement, the products and upgrades installations, are the following (collectively, “**Equipment**”): LED light bulbs, high-efficiency showerheads, faucet aerators, insulating wrap for hot water pipes (for

electric hot water tanks), thermostats (for electric baseboards) and/or water heater load controllers (for electrically heated homes). The Installer shall, in its sole discretion and in consideration of existing conditions and safety, determine which Equipment will be installed in your Residence, and BC Hydro will be responsible for the cost of the Equipment, installation costs related to the Equipment, and any related permit costs, where applicable. BC Hydro will not be responsible for any other costs related to the Equipment, including costs associated with the replacement, upgrade, removal, maintenance or repair of the Equipment. The Equipment once installed, shall remain installed in your Residence throughout the Term, unless this Agreement is earlier terminated in accordance with this Agreement.

6. **Title of Equipment.** Upon the terms and subject to the conditions of this Agreement, BC Hydro will transfer all right, title and interest in and to the Equipment and all warranties associated with the Equipment to the owner of the Residence after installation is complete and you have been registered for the Peak Saver Program.
7. **Internet Access.** During the Term, you will maintain a working and reliable internet connection and wi-fi network at the Residence that can connect and communicate with the installed Equipment from an internet service provider (“ISP”). You agree that you are responsible for all fees charged by the ISP. You acknowledge and agree that the Equipment uses various wireless communication technologies to collect and exchange data between themselves and central data servers and applications. The Equipment must be powered on and connected to the internet at all times through the Term. You agree to provide internet access point username and password during the inspection as defined in Section 3.
8. **Installation.** You agree to have the Equipment installed in your Residence by the Installers. If the Installers or BC Hydro determine, in their sole discretion that the Equipment cannot be installed for any reason, this Agreement will immediately terminate without payment or liability by any party.
9. **Peak Saver Program Registration.** You agree to be registered and to participate in the Peak Saver Program for two (2) years once the Installers have completed the installation of the Equipment and to be bound by the terms and conditions thereof, a copy of which can be found [here](#). You will continue to participate in the Peak Saver Program during the Term. If you fail to comply with the obligations in this Section, it will be grounds for BC Hydro to terminate this Agreement in accordance with Section 13.
10. **Control of Equipment.** In addition to the control events enacted through the Peak Saver Program – Control Events, you agree that BC Hydro or BC Hydro’s event control contractors (collectively, the “**Event Controllers**”) may remotely control the Equipment installed in your Residence (“**Test Control Event**”). You agree that:
 - (a) subject to subsection 10(c), the Event Controllers may enact a Test Control Event at any time of day or night;
 - (b) there may be up to two (2) Test Control Events enacted in a single day; and
 - (c) prior to enacting a Test Control Event, BC Hydro will use reasonable efforts to provide you notice by email no less than twenty-four (24) hours before enacting a Test Control Event.
11. **Data Collection.** You agree to provide BC Hydro with additional information related to your energy consumption during the Term if deemed necessary or desirable by BC Hydro.
12. **Term.** The term of this Agreement, which coincides with your participation in the Pilot, will be from the date on which the Equipment is installed in your Residence to twenty-four (24) months after the date of installation (the “**Term**”).
13. **Termination and Rejection.** BC Hydro may terminate this Agreement at its sole discretion upon ten (10) days’ notice to you. If you breach any obligations in this Agreement, BC Hydro may immediately terminate this Agreement. In the event that BC Hydro exercises its right to terminate due to your breach, BC Hydro may reclaim the Equipment from your Residence and any such removal costs will be your sole cost. Upon termination or expiration of this Agreement, BC Hydro will cease control of the Equipment (including all Test Control Events) and data collection activities. Notwithstanding or limiting anything contained in this Agreement: (a) BC Hydro reserves the right, at its sole discretion, to determine whether any Participants are eligible for the Pilot and, without limiting the foregoing, BC Hydro reserves

the right to reject any Applications for any reason and BC Hydro's determination shall be final and not subject to review or appeal; and (b) Applications must be completed in full and include copies of all required supporting documents.

14. **Care and Control of the Equipment.** You agree to maintain the Equipment in good working order throughout the Term. You agree to immediately notify BC Hydro if the Equipment becomes inoperable or displays functional problems at any point during the Term. You agree that you will not, and will cause others not to, alter, adjust, relocate, disconnect, or otherwise disturb the Equipment during the Term. You further acknowledge and agree that no person or entity except the Event Controllers shall have the right to control the Equipment and use it to increase or reduce your residential electricity consumption during the Term and you further agree not to authorize anyone else to control the Equipment during the Term. You agree not to, and agree to cause others not to, move, remove, tamper with, replace, disable or damage the Equipment during the Term. If you fail to comply with the obligations in this Section, it will be grounds for BC Hydro to terminate this Agreement in accordance with Section 13. Without limiting Sections 17 and 19, you are solely responsible for any damage that may result from your failure to comply with your obligations in this Section, including damage to the Equipment, your Residence, or injury to any person, for which you will be liable.
15. **Permission to Access to Residence.** You agree to allow the Administrators and Installers, upon reasonable notice, to have access to your Residence in order to install the Equipment and to inspect, test, repair, replace, remove or service the Equipment as BC Hydro deems necessary.
16. **Participation in Surveys.** You agree to participate in surveys or audits conducted by BC Hydro in connection with the Pilot from time to time during the Term and at any point up to the end of the Term.
17. **Limitations of Liability.** You acknowledge and agree that:
- (a) You have independently assessed and accept all risks of the installation of the Equipment in your Residence and of BC Hydro's remote controlling the Equipment;
 - (b) BC Hydro makes no representations or warranties of merchantability and fitness, including without limitation, the design, capability, installation, or workmanship related to the Equipment, or the anticipated electrical energy load reduction, or that any aspect of the Equipment will satisfy any or all legal requirements or specifications that may be applicable;
 - (c) BC Hydro is not liable for any impacts, damage or destruction to your Residence or the Equipment as a result of the use, operation or installation of the Equipment under the terms of this Agreement, or otherwise as a result of your participation in the Pilot;
 - (d) BC Hydro assumes no responsibility or liability for any claims, damages, loss, cost, expenses, or causes of action that may be brought by you or a third-party, including all liability for damage to or loss of personal property; personal injury (including death), illness, or other condition or effect; or any other damages, loss, cost, or expense; whether caused by your action, negligence, omission, or otherwise, that may result directly or indirectly from your breach of this Agreement, wilful misconduct or negligence stemming from your use of the Equipment;
 - (e) BC Hydro contractors are independent of BC Hydro and BC Hydro makes no representation, warranty, endorsement or recommendation of any kind with regard to its contractors (including Installers and Third Party Administrators) involved in the Pilot;
 - (f) You will waive any potential claims against BC Hydro for any acts of its contractors for installing the Equipment, whether in negligence or otherwise; and
 - (g) BC Hydro does not guarantee any energy cost savings or other benefits arising from your participation in the Pilot.
18. **Prime Contractor.** BC Hydro and Participant, the latter as "owner" of the Residence, which during the currency of the Agreement may be a "multiple employer workplace" (as the terms "owner" and "multiple employer workplace" are each defined in the Workers Compensation Act), agree that Participant shall assume the role of, for the purposes of Part 3 of the Workers Compensation Act, the "prime contractor" (as that term is defined in the Workers Compensation Act). For so long as Participant has assumed the role of "prime contractor" BC Hydro and its Installers shall abide by and be

subject to the rules and regulations established by Participant. BC Hydro expressly disclaims any responsibility for health, safety and environmental matters during the Term.

19. **Indemnity.** The Participant hereby irrevocably releases BC Hydro and its directors, officers, employees, agents, representatives, contractors (including Installers and Third Party Administrators) successors and permitted assigns (collectively, the “**Indemnified Parties**”), and shall indemnify and hold harmless the Indemnified Parties from and against all, claims, demands, actions, causes of actions, suits, orders and proceedings made or brought against any one or more of the Indemnified Parties (collectively, the “**Claims**”), including any Claims of other third persons who reside at the Residence or owners of the Residence, as applicable, and including reasonable legal and other defense costs associated with those Claims, for or in respect of any loss, damage, liability, cost or expense suffered or incurred by the Participant or any such third person and arising from, or relating to, the Participant’s participation in the Pilot, including without limitation, the performance, installation, use or fitness of the Equipment.
20. **Collection and Use of Personal Information.** In addition to your personal information collected and used by BC Hydro as part of your Application, BC Hydro is collecting the following personal information: your name, address, telephone number, email address, energy consumption, device identification numbers, model information, and records showing state of charge, energy consumption of the Equipment at your Residence. Your personal information is collected under the authority of Sections 26(c) of the Freedom of Information and Protection of Privacy Act (BC). This information will be used for the purposes of administering and assessing the Pilot. BC Hydro may disclose your personal information to third parties for the purpose of facilitating your participation in the Pilot. Questions about the collection of your personal information may be directed to a BC Hydro customer service representative at 1-800-224-9376.
21. **Representations and Warranties.** You represent and warrant to BC Hydro as follows, with the intent that BC Hydro will rely on these representations and warranties in entering into this Agreement:
- (a) you have the capacity to enter into this Agreement and carry out its terms;
 - (b) all information, statements, and documents furnished or submitted by you to BC Hydro in connection with this Agreement are in all material respects true and correct; and
 - (c) you meet all of the Pilot eligibility criteria set out in Section 2 and will continue to meet all of the Pilot eligibility criteria set out in Section 2 during the Term.
22. **General Terms.** You acknowledge and agree that:
- (a) BC Hydro shall not be in default, and shall not be deemed to be in default, by reason of delay or the failure or inability to perform its obligations hereunder this Agreement where the said delay, failure or inability is due solely to any cause which is unavoidable or beyond the reasonable control of BC Hydro, including without limitation any act of God or other cause which frustrates the performance of this Agreement.
 - (b) You will not assign any of your rights or obligations under this Agreement without BC Hydro’s prior written consent. Upon providing written notice to you, BC Hydro may assign to any person any of BC Hydro’s rights under this Agreement.
 - (c) A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.
 - (d) This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in the Province of British Columbia.
 - (e) If you are a tenant of the Residence, at no time will you have any right, title or interest in or to the Equipment pursuant to this Agreement.
 - (f) This Agreement may be amended by BC Hydro upon thirty (30) days written notice to you.
 - (g) This Agreement (including any modification of it) constitutes the entire agreement between the parties.
 - (h) BC Hydro may, in its sole discretion, to reject, accept or revise any Application made to it under the Pilot and to elect not to be bound by this Agreement.

Sections 14, 15, 16, 17, 18 and 19 and any terms and conditions required for the interpretation of this Agreement, shall survive expiration or earlier termination of this Agreement.

