

Business Express Direct Install Pilot Program

Terms & Conditions v 2.0

The Business Express Direct Install Pilot Program (“**Pilot**”) is offered by British Columbia Hydro and Power Authority (“**BC Hydro**”). By participating in the Pilot, the Participant agrees to be bound by these terms and conditions (**the “Agreement”**).

1. Interpretation. The words “**Participant**” and “**Business**” shall have the meaning given to them in your submitted Business Express Direct Install Pilot application form (**the “Application”**). References to “**you**” or “**your**” are references to the Participant as identified in the Application.
2. Eligibility. Participants must meet the following eligibility criteria:
 - a. Have received a direct invitation from BC Hydro to participate in the Pilot;
 - b. Are an individual aged nineteen (19) years or older;
 - c. Are a BC Hydro business account(s) holder (Large General Service Rate, Medium General Service Rate or Small General Service Rate) with a commercial or industrial account and such account is in good standing with no outstanding arrear payments;
 - d. Are a registered owner of the Business property or tenant at the Business property:
 - (1). If the Participant is not the registered and legal owner (the “**Owner**”) of the Business property, the Participant represents and warrants to BC Hydro that it has the authority and the consent from the Owner to participate in the Pilot and for the installation of the applicable products at the Business property, and the Participant shall provide BC Hydro with evidence of their authority and consent upon request;
 - e. Agree to all terms and conditions in the Application and to submit a signed Work Order Acceptance and Application Declaration sections of the Application within 90 days of the Assessment date or April 30, 2027, whichever is earlier;
 - f. The Business property receives electricity from certain BC Hydro feeders, as determined by BC Hydro, which are located in one of the following communities: Abbotsford, Coquitlam, Port Coquitlam, Mount Lehman, Campbell Heights, Maple Ridge/Haney, Mission/Kent, White Rock, West Kelowna, Vernon, and Central Okanagan West. Eligible feeder list provided upon request.
 - g. Have an operating smart meter at the Business property.
 - h. Business must operate during all or a portion of winter peak hours: weekdays from 5:00 PM to 9:00 PM, November through March, and must have some eligible lighting that operates at least until 7:00 PM on weekdays
 - i. Projects with less than 1 kW of deemed peak demand savings are not eligible to participate in the Pilot. Exceptions may be permitted if the Business property has previously participated in the Pilot.
3. Participant information. The Participant:
 - a. Consents and agrees to the collection, use, disclosure and other handling of any information provided by the Participant to BC Hydro and its contractors and authorized agents, including but not limited to, records showing historical energy use and consumption, equipment information, facility name, address and phone number, and electricity account number (collectively the “**Participant Information**”), by BC Hydro and its contractors and authorized agents for purposes related to the operation, administration, and assessment of the Pilot or any successor program;
 - b. Acknowledges and agrees that the Participant Information may be accessible to third parties under the Freedom of Information and Protection of Privacy Act (BC); and

- c. Consents and agrees to BC Hydro and its contractors and authorized agents contacting you directly, including by email and other electronic communications in connection with surveys, studies, audits and other programs. Pursuant to Canada's anti-spam legislation (hereinafter referred to as "CASL"), BC Hydro is hereby requesting your "Express Consent" (as that term is defined in CASL and its associated regulations) to contact you at the electronic address provided in this Application for the purposes of administering and collecting market research data related to the Pilot, and you hereby expressly agree and give BC Hydro and its contractors and authorized agents such consent by selecting the checkbox on the application form.
4. Assessment and Prduct Installation. The Participant agrees and shall permit the Alliance Contractor (the "Installer") to conduct an assessment (the "Assessment") and install applicable Eligible Products at the Business property.
5. Work Order. The Participant may be eligible to receive an incentive for the installation of each Eligible Products identified in the Work Order section of the Application. The Participant hereby confirms that all information contained in the Application, including the Work Order, is true, complete and correct. In particular, the Participant hereby confirms that the equipment listed in Table 1 of the Work Order under the:
- a. Existing Equipment column, accurately describes the current equipment to be replaced, and
- b. Eligible Products column, accurately describes the new energy efficient equipment and demand response devices to be installed.
6. Incentive. Eligible participants will receive full cost coverage up to \$2,500 for eligible projects with at least 1 kW of peak demand savings. Projects over \$2,500 will receive incentives based on peak demand savings, capped at 100% of project costs for eligible energy efficient lighting, controls, and variable frequency drives. Participants who qualify for demand response devices are entitled to receive up to a maximum of 4 line-voltage smart thermostats and 1 electric water heater load controller at no cost per Business Property. The total incentives per Business Property is capped at a maximum of \$100,000.00.
7. Other Funding: Participant may not receive incentives towards the installation of any Business Express Direct Install Pilot Program Eligible Product(s) from any other BC Hydro incentive program. In the event that BC Hydro determines that the Participant has received any Other Funding and not notified BC Hydro as required herein, the Participant agrees to return all Other Funds received from BC Hydro to BC Hydro in the form and method indicated by BC Hydro. Participants will remain liable to BC Hydro for all Pilot incentive amounts it received until such funds are returned to BC Hydro.
8. Participant Contribution. Participants may be eligible to receive an incentive for the installation of each Eligible Product identified in the Application. Participants is responsible and liable for paying the "Participant Contribution" set out in the Application (that is, the remainder of the product cost for each Eligible Product to be installed) directly to the Alliance Contractor who completed the installation.
9. Site Visits. Participants will provide or ensure contractors (including Alliance Contractor(s) and Third Party Administrators) are granted access to the Business property site where the Eligible Products will be installed (the "Site") upon request to conduct site visits (with reasonable notice and subject to time delays due to safety measures and protocols) to verify compliance, eligibility, and installation/operation of Eligible Products.
10. Pilot Changes. Incentive amounts, funding, dates, or any other Pilot requirements may be modified or terminated at any time without notice at the sole discretion of BC Hydro. BC Hydro in its sole discretion reserves the right to shorten, extend, suspend, modify or to terminate the Pilot at any time, without notice, liability, penalty, or obligation for any reason.
11. Availability of Funding. Incentive funding is limited and not guaranteed. BC Hydro, at its sole discretion and without any liability, subject to available funding, will determine if the Participant will receive any incentive.

- 12. Eligible Products.** For the purposes of this Agreement, the eligible products are the following (collectively, “Eligible Products”): LED fixture replacement or retrofit of linear fluorescent lighting, LED fixture replacement or retrofit of high intensity discharge lighting, other LED lighting (reflector lamps, hardwired downlights, interior sconce, and exterior signage), lighting controls, variable frequency drives (VFDs), and demand response devices which include Electric baseboard line– voltage thermostats and water load controller devices. Eligible lighting, pumps or fans receiving VFDs, baseboards, and water heaters must typically operate during all or a portion of winter peak hours: weekdays from 5:00 PM to 9:00 PM, November through March, and must have some eligible lighting that operates at least until 7:00 PM on weekdays. The Installer(s) shall, in its sole discretion and in consideration of existing conditions and safety, determine which Eligible Products will be installed in the Site, if any. BC Hydro will not be responsible or liable for the installation and any costs related to the Eligible Products, including but not limited to costs associated with the replacement, upgrade, removal, maintenance or repair of the Eligible Products once installed.
- 13. Title of Eligible Products.** Subject to the terms and conditions of this Agreement, BC Hydro will transfer all right, title and interest in and to the Eligible Products and all warranties associated with the Eligible Product(s) to the Participant after installation of the Eligible Products is complete.
- 14. Internet Access.** During the Pilot offer period of September 2, 2025 to June 30, 2027 (the “Term”), if DR devices are installed, the Participant will maintain a working and reliable internet connection and wi-fi network at the Site that can connect and communicate with the installed Eligible Products for installed Eligible Products that require an internet connection at the Business Site, 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 certain Eligible Product equipment uses various wireless communication technologies to collect and exchange data between themselves and central data servers and applications. The certain Eligible Products 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 Site visit inspection as described in Section 8.
- 15. Installation.** You agree to have the Eligible Product(s) installed at your Site by the Installer. If the Installer or BC Hydro determine, in their sole discretion that the Eligible Product(s) cannot be installed for any reason, this Agreement will immediately terminate without payment or liability by any party.
- 16. Automated Demand Response Program.** You agree to register any installed demand response devices listed in Section 12 (Eligible Products) and to participate in the Automated Demand Response 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 Automated Demand Response Program during the Term.
- 17. Control of Equipment.** In addition to the control events enacted through the Automated Demand Response Program, you agree that BC Hydro or BC Hydro’s event control contractors (collectively, the “Event Controllers”) may remotely control the demand response devices installed at your Site (“Test Control Event”). You agree that:
- (a) 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.
- 18. 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.
- 19. Permission to Access Site.** You hereby agree and consent to the Alliance Contractor(s), upon reasonable notice, to have access to the Site in order to install the Eligible Product and to inspect, test, repair, replace, remove or service the Eligible Product, as BC Hydro deems necessary.
- 20. 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 time within one year following the end of the Term.

21. Limitations of Liability. You expressly acknowledge and agree that:

- a. You have independently assessed and accept all risks of participating in the Pilot, including the installation of the Eligible Product equipment at the Business Site;
- b. BC Hydro makes no representations or warranties of merchantability and fitness, including without limitation, the design, capability, installation, or workmanship related to the Eligible Product, or any anticipated electrical energy load reduction, or that any aspect of the Eligible Product 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 at to your Business Site or the Eligible Products as a result of the use, operation or installation of the Eligible Products under the terms of this Agreement, or otherwise as a result of your participation in the Pilot program;
- d. BC Hydro assumes no responsibility or liability for any and all 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, willful misconduct or negligence stemming from your use of the Eligible Products;
- 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 Alliance Contractor(s) and the Third-Party Administrators) involved in the Pilot program;
- f. You irrevocably waive any and all claims against, and irrevocably release and agree not to sue BC Hydro, its affiliates or any of their respective directors, officers, agents, contractors or representatives, and employees for any and all losses or damages arising from your participation in the Pilot program and this Agreement, including the performance, installation and use of the Eligible Product(s);
- g. BC Hydro does not guarantee any energy cost savings or other benefits arising from your participation in the Pilot program; and
- h. This Section 21 will survive completion or cancelation of Pilot program and termination of the Agreement.

22. Prime Contractor. BC Hydro and Participant, the latter as “owner” of the “work place”, which during the currency of the Agreement may be a “multiple-employer workplace” (as the terms “owner”, “work place” and “multiple-employer workplace” are each defined in the Workers Compensation Act (BC)), agree that Participant shall assume the role of, for the purposes of the Workers Compensation Act (BC), the “prime contractor” (as that term is defined in the Workers Compensation Act(BC)) at all times. For so long as Participant has assumed the role of “prime contractor” BC Hydro and the Alliance Contractor(s) 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. This Section 22 will survive completion or cancelation of Pilot program and termination of the Agreement.

23. Indemnity. The Participant hereby irrevocably releases BC Hydro and its directors, officers, employees, agents, representatives, contractors (including Alliance Contractor(s) 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 Business or owners of the Business Site, as applicable, and including reasonable legal and other defense costs associated with those Claims, for or in respect of any and all 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 Eligible Product(s).

24. 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 and conditions;
- (b) all information, statements, and documents furnished or submitted by you, or on your behalf, to BC Hydro in connection with this Agreement are in all material respects true, complete 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.

25. 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 Business, at no time will you have any right, title or interest in or to the Eligible Product 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, reject, accept or revise any Application made to it under the Pilot.
- i. This Agreement may be executed and delivered electronically and BC Hydro may rely upon all such signatures as though such signatures were original signatures. This Agreement may be executed in any number of counterparts and all such counterparts will, for all purposes, constitute one agreement binding on both parties, provided that each party has signed at least one counterpart.