

CONTRACTOR PARTICIPATION AGREEMENT FOR THE 2010 COOL SAVINGS REBATE PROGRAM

_____ [INSERT FULL LEGAL NAME OF CONTRACTOR] (referred to as the "Contractor") agrees to the following updated terms and conditions in consideration for participating in the COOL SAVINGS REBATE Program for 2010, and agrees that this participation agreement will update and replace any previous agreement.

1. Contractor Representations and Warranties. The Contractor represents and warrants now and each time that the Contractor submits a rebate application, that the Contractor:

- has completed the *Contractor Orientation* found at <http://www.hraicoolsavings.ca/>
- has informed itself of and is familiar with all Eligible Products
- meets all requirements to participate in the Program as a contractor
- is duly qualified and able to sell and to install the Eligible Products,

and that all information provided by the Contractor to the OPA and all rebate applications filled in by the Contractor are true, accurate and complete, and not misleading.

2. Describing the Program. The Contractor shall:

- immediately and prior to selling or installing or agreeing to sell or install any equipment, give the customer a copy of the *Cool Savings Rebate Program Privacy Policy* and a copy of the *2010 COOL SAVINGS REBATE Program Participant Terms and Conditions* which can be found at <http://everykilowattcounts.ca/residential/cool savings/terms-and-conditions.php>
- give all customers or prospective customers sufficient opportunity to read all documentation
- distribute to customers any and all notices provided to it by the OPA or HRAI from time to time

3. Eligible Products. The Contractor shall:

- verify for the customer that (1) the ECM-equipped furnace is a product that is eligible for a rebate (Eligible Product) in the Program by checking the ECM database, available at <http://www.hraicoolsavings.ca/site/resources.html> or (2) ENERGY STAR[®] qualified CAC System is a product that is eligible for a rebate (Eligible Product) in the Program by checking the AHRI database, available at <http://www.ahridirectory.org/ahriDirectory/pages/home.aspx> or (3) that the installed thermostat is a programmable thermostat.
- immediately and clearly disclose to customers or prospective customers the rebate amount

- advise customers or prospective customers that they are entitled to the full amount of the rebate
 - not receive any or all of the rebate, either directly or indirectly, through product or service cost increases
1. **Proofs of Purchase.** The Contractor must provide its customers with proofs of purchase, each of which shall show: the Contractor's name, the address where the Eligible Product was installed, the date of installation, the model number and serial number (where applicable) of the Eligible Product, and the amount actually paid by the customer, all of which must be fully legible to be valid.
 4. **Rebate Submission Process.** The Contractor shall:
 - explain the process for submitting the rebate application, either on-line or by mail, and the process for submitting a copy of the proof of purchase
 - advise the customer to keep his or her original invoice(s) in case warranty service is required, and to make copies of all documents submitted with the rebate application, as documentation submitted will not be returned.
 - advise the customer that all rebate applications must be postmarked no later than February 1, 2011, and that any late rebate submissions will be considered null and void. No exceptions will be made, and customers must allow 4 – 8 weeks after mailing in the proof of purchase to receive the rebate.
 - advise the customer that any misrepresentation, fraudulent information or multiple rebate claims will void the Program offer.
 5. **Filling out the Rebate Application.**
 - Where the customer wishes to fill in an on-line rebate application form, the Contractor shall fill in the rebate application found in the *Participating Contractor Login* pages only. The Contractor shall not verify the rebate application, which must be done by the consumer only.
 - Where the customer wishes to complete a paper copy of the rebate application, the Contractor shall complete a printed mail-in rebate application, and provide it to the customer. The Contractor shall not verify or mail in the application.
 6. **Customer Satisfaction.** The Contractor shall:
 - ensure its customers' satisfaction with its services and products
 - instruct its consumers on the proper use of Eligible Products
 - not say or do anything that indicates directly or indirectly that the OPA endorses the Contractor, or guarantees or assumes responsibility for the conduct of, or products or services provided by the Contractor, nor for any

damages or losses caused by, or claims or liabilities arising as a result of, the Contractor and or the Contractor's participation in the Program

- not say or do anything that indicates directly or indirectly that there is any relationship of agency, partnership, joint venture or otherwise between any of the OPA and HRAI and the Contractor.

Personal Information and Privacy

The Contractor acknowledges that it will be processing customers' personal information ("Customer Information"). The Contractor shall protect all personal information collected by using appropriate safeguards including:

- password protecting its Customer Information files
- keeping Customer Information in a locked cabinet
- sharing Customer Information only on a need-to-know basis
- applying any specific security directives provided to it by the OPA.

The Contractor acknowledges that it must not use or disclose a customer's personal information for any purposes not associated with the Program.

The Contractor acknowledges that it must at all times comply with all applicable legal requirements relating to the protection of personal information, and that it will conduct itself in a manner that will not cause the OPA to contravene such legal requirements.

The Contractor agrees that it will refer all requests by third parties (other than those who require it for purposes of administering the Program) for access to any Customer Information in its possession or control to the OPA. The Contractor shall notify the OPA immediately of any unauthorized collection, use or disclosure of Customer Information.

7. **General.** The Contractor shall:

- support the objectives of the Program
- comply with all requirements of the *Contractor Orientation* found at <http://www.hraicoolsavings.ca/>
- not exert undue pressure on its customers or prospective customers
- not make any offer or provide any promotional material to a customer or prospective customer that is inconsistent with the Program
- not make any statement or to take any measure that is false, likely to mislead or not in good faith

The Contractor agrees and acknowledges that failure to comply with any requirement contained in herein or in the *Contractor Orientation* may result in the revoking of the Contractor's permission to participate in the Program, in addition to any other remedies

available to the OPA at law or in equity. The Contractor agrees and acknowledges that its participation in the Program is at the sole discretion of the OPA.

By ticking this box, the Contractor consents to the OPA providing HRAI with the following Contractor information: Contractor name, address and phone number, and copies of the Contractor's 313A and 313D licences, TSSA registration certificate, Gas fitter 1 or 2, oil burner 1 or 2 technician licences, certificate of insurance, and clearance letter from the Worker Safety and Insurance Board. HRAI will use the information for updating its membership records.

I am a duly authorized representative of, and have authority to bind the Contractor:

Name:
Title:

Date: