



_____ **[Insert full legal name of Contractor]** (the Contractor) hereby acknowledges and agrees to the following terms and conditions in consideration for participating in the COOL SAVINGS REBATE Program (Program).

The Ontario Power Authority (OPA) and the Heating, Refrigeration and Air Conditioning Institute (HRAI) do not endorse the Contractor, make no representations, warranties or guarantees as to, and assume no responsibility for, the conduct of the Contractor, 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, or the Contractor's participation in the Program. There is no relationship of agency, partnership, joint venture or otherwise between any of the OPA and HRAI and the Contractor.

The Contractor agrees that it is responsible for ensuring its customers' satisfaction with the services and products provided by it, including the sale and installation of products (Eligible Products) that are eligible for a rebate (Rebate) under the Program, such as furnaces equipped with electronically-commutated motors, programmable thermostats, and/or an ENERGY STAR[®] qualified air conditioning systems. The Contractor is responsible for instructing its customers on the proper use of those Eligible Products.

The Contractor is responsible for ensuring that its customers understand the requirements, terms and conditions of the Program, and, in particular, the requirements to qualify for a Rebate.

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. The Contractor must provide its customers with proofs of purchase, each of which shall show: the Contractor's name, the date that, and the address where, the Eligible Product was installed, 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.

The Contractor shall advise its customers 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.

The Contractor shall advise its customers that all Rebate applications must be postmarked no later than February 1, 2010, and that any late Rebate submissions will be considered null and void. No exceptions will be made. Any misrepresentation, fraudulent information or multiple Rebate claims will void the Rebate offer. Rebates will only be mailed to residents of Ontario, Canada, and customers must allow 6 – 8 weeks for delivery of Rebate cheques. Rebate cheques must be cashed by customers within 60 days of issuance.



The Contractor shall distribute to its customers any and all notices provided to it by the OPA or HRAI from time to time.

The Contractor agrees that for customers who submit an on-line rebate form:

- (a) The Contractor shall complete only the *Participating Contractor Login* pages. The Contractor shall input its customers' e-mail addresses into the *Contact Details, E-Mail* field, so that the customers receive the e-mail prompting them to complete the *Check Your Rebate Status* pages, and
- (b) The customers will be responsible for completing, confirming and submitting the on-line Rebate application.

The Contractor agrees that for customers submitting a Rebate application by mail:

- (a) The Contractor shall, prior to installing the Eligible Products, provide customers with the *Cool Savings Rebate Program Privacy Policy* and a copy of the *COOL SAVINGS REBATE Program Participant Terms and Conditions* included as part of the pdf of the mail-in Rebate application, and
- (b) It shall be the responsibility of the Contractor to print and distribute any such documents.

The Contractor agrees:

- (a) To support the objectives of the Program,
- (b) To comply with all requirements of the *Contractor Orientation* found at <http://www.hraicoolsavings.ca>,
- (c) To give all customers or prospective customers sufficient opportunity to read all documentation,
- (d) To immediately and truthfully disclose to customers or prospective customers whether a product is an Eligible Product and the Rebate amount,
- (e) To advise its customers or prospective customers that they are entitled to the full amount of the Rebate, and not to receive any or all of the Rebate, either directly or indirectly, through product or service cost increases,
- (f) Not to make any statement or to take any measure that is false, likely to mislead or not in good faith,
- (g) Not to make any offer or provide any promotional material to a customer or prospective customer that is inconsistent with the Program,



- (h) Not to exert undue pressure on its customers or prospective customers,
- (i) Not to imply, represent or warrant to customers or prospective customer, in any way, 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
- (j) Not to imply, represent or warrant to customers or prospective customer, in any way, that there is any relationship of agency, partnership, joint venture or otherwise between any of the OPA and HRAI and the Contractor.

The Contractor represents and warrants that:

- (a) The Contractor will complete the *Contractor Orientation* found at <http://www.hraicoolsavings.ca>,
- (b) The Contractor has informed itself of and is familiar with all Eligible Products,
- (c) The Contractor meets all requirements to participate in the Program as a contractor,
- (d) The Contractor is duly qualified and able to sell and to install the Eligible Products, and
- (e) All information provided by the Contractor to the OPA is true, accurate and complete, and not misleading, and the Contractor portion of all Rebate applications submitted to the OPA are true and *bona fide*.

The Contractor shall be deemed to repeat the representations and warranties contained in Sections (b) through (e) each time the Contractor submits the Contractor portion of a Rebate application.

Personal Information and Privacy

The Contractor acknowledges that it will be processing customers' personal information. The Contractor shall protect all personal information collected by using appropriate safeguards, and by 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 personal information in its



possession or control to the OPA. The Contractor shall notify the OPA immediately of any unauthorized collection, use or disclosure of a customer’s personal information.

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 hereby 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.

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

Name:
Title:

Date: