

# COOLSAVER PROGRAM PARTICIPANT AGREEMENT

## **References to “you” or “your” in this Agreement are references to the Participant.**

This participant agreement between you and the Independent Electricity System Operator (“IESO”) (the “Agreement”) governs your participation in the CoolSaver Program (the “CoolSaver Program”). The CoolSaver Program is offered and funded by the Independent Electricity System Operator (the “IESO”) and provides qualifying individuals with financial incentives for the installation or implementation of eligible energy efficiency measures, such as central air conditioner (AC) tune-ups, AC replacements, portable dehumidifiers, smart thermostats, and variable speed pool pumps (each an “Eligible Measure”), as further described in this Agreement.

To participate in the CoolSaver Program, the individual participant (“Participant”), noted below, must read and accept this Agreement and meet the following eligibility requirements (the “Eligibility Requirements”):

Be at least 18 years old;  
Reside in the City of Toronto, York Region (Municipalities of Vaughan, Markham, Richmond Hill, and Aurora), or City of Ottawa; and  
Own, rent or lease the residence where the Eligible Measures will be installed or implemented.

By signing and submitting this Agreement, you confirm your consent to, and agree to comply with and be bound by the terms of this Agreement.

If the IESO accepts this Agreement, you will be eligible to receive a financial incentive for each eligible measure installed or implemented, as specified in this Agreement (the “Participant Incentive”), to offset a portion of the total measure cost. You will be responsible for paying the remaining “Participant Contribution” amount.

If you have questions about the CoolSaver Program, including the installation of an eligible energy efficiency measure, please call 1-855-210-4001.

Participant Information	
Participant (Full Name):	
Street Address:	Apartment/Unit Number:
City/Town:	Postal Code:

Property Owner Information (if different than the Participant)	
Name:	
Address:	City/Town:
Postal Code:	Phone Number:

Trade Ally (contractor) Information	
Trade Ally:	Trade Ally's Phone Number:
Trade Ally Signature:	Date of Service:

### General Terms and Conditions

In consideration of the installation or implementation of the Eligible Measures, you agree to the following terms and conditions:

1. You represent and warrant that:
  - a) You meet the Eligibility Requirements set out above.
  - b) If you are a tenant, you have the consent of the landlord or the homeowner to install the Eligible Measure(s) (including replacing previously installed equipment); and
  - c) Will comply with all of the terms and conditions of this Agreement.
  
2. The IESO may subcontract any of its responsibilities under the CoolSaver Program to a third party service provider (the "**Service Provider**").

3. Residential heating, ventilation, and air conditioning (HVAC) contractors (each a “Trade Ally”, for certainty this is a separate entity from the IESO’s Service Provider) will be pre-qualified by the Service Provider to perform work under the CoolSaver Program. The selection of a Trade Ally to perform work from a list of pre-qualified participating Trade Allies is the sole decision of the Participant. The inclusion of any contractor in the Trade Ally list for the CoolSaver Program does not constitute an endorsement by the IESO or the Service Provider of any product, individual, or company. Work performed by Trade Allies is not guaranteed or subject to any representation or warranty, either expressed or implied or otherwise, by the IESO. The IESO makes no guarantee or any other representation or warranty, expressed or implied or otherwise, as to the quantity, cost or effectiveness of any product(s) provided or work(s) performed, including with respect to the Eligible Measures, by any Trade Ally or by any Trade Ally’s employees, subcontractors or suppliers.
  
4. You represent and warrant that you have not received, or will not apply to receive, incentives through any other energy efficiency and conservation and demand management program in Ontario related to any of the Eligible Measures to be installed under the CoolSaver Program. You agree that any measure you purchase through the approved direct marketplace will be installed to replace the eligible replacement measure within 5 days of receiving the measure. Therefore, all projects completed through the direct marketplace are referred to as in ‘installation or implementation.’
  
5. You agree to keep, for at least two years, a copy of the records used by you to demonstrate your eligibility to participate in the CoolSaver Program.
  
6. You agree to participate in any follow up surveys, studies, audits, evaluations, or verifications conducted by the IESO or its Service Provider(s) in connection with the CoolSaver Program, including for the purpose of proper administration, monitoring and verification of this Agreement or evaluation of the CoolSaver Program, and upon receiving reasonable notice will provide to the IESO, reasonable access to your records and premises for such purposes.
  
7. You authorize,
  - a) the Trade Ally to enter your residence to:
    - i. Review your proof of eligibility to participate in the CoolSaver Program; and
    - ii. Install one or more Eligible Measures; and
  - b) The IESO to:
    - i. If required, undertake, at a later date, an evaluation and verification of the installed Eligible Measures.
  
8. You acknowledge and agree that all right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the electricity savings, demand

savings or natural gas savings for which the eligible energy efficiency measures have been provided, and the right to quantify and register these, including without limitation, any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, and emission reduction allowance (collectively, the "Environmental Attributes") are hereby transferred and assigned, or to the extent transfer or assignment is not permitted, held in trust in favour of the IESO. The IESO shall be entitled, unilaterally and without your consent, to deal with such Environmental Attributes in any manner it determines. You further acknowledge and agree that the IESO may direct you to take such actions and do all such things necessary to certify, obtain, quantify, and register with the relevant authorities or agencies such Environmental Attributes for the purpose of transferring, assigning, or holding in trust, such Environmental Attributes to and for the IESO. You shall comply with any such directions, and will be entitled to reimbursement of the cost of complying with such direction, provided that the IESO, acting reasonably, has approved such cost in writing prior to the cost being incurred by you. Notwithstanding the foregoing, you may market, report, and publish the environmental benefits and savings results associated with participation in the CoolSaver Program.

9. You acknowledge and understand that the IESO is not-for-profit corporation without share capital established under the Electricity Act, 1998. The Ontario Energy Board Act, 1998 and section 6 of the Electricity Act, 1998, gives the IESO the authority to collect, use and disclose personal information related to your participation in the CoolSaver Program. IESO complies with the privacy protection rules contained in Ontario's Freedom of Information and Protection of Privacy Act ("FIPPA").

The IESO (or its Service Provider on the IESO's behalf) may collect, use and disclose information about you in order to: (i) confirm eligibility to participate in the CoolSaver Program; (ii) administer the CoolSaver Program; (iii) communicate with you; (iv) evaluate the impact of the CoolSaver Program; and (v) develop and implement other energy efficiency and conservation and demand management programs in Ontario.

- a) Information about you from this program is primarily collected directly from you, by the IESO, such as during the application process for the CoolSaver Program. If you contact the CoolSaver Program phone line (at 1-855-210-4001), the IESO will collect the information you disclose so that it can respond to your questions or comments. The IESO may make an audio recording of your call for quality control purposes. Information collected may include: your name; address; contact information; utility and utility account numbers; availability of Wi-Fi; thermostat type; number, type and ownership of central air conditioning units; age of home; building type and condition; past participation, and potential future interest in, energy efficiency and conservation and demand management programs. Some of this information may be considered personal information under FIPPA.
- b) The IESO will confirm that you are eligible to participate in the CoolSaver Program.
- c) To assess your eligibility to receive eligible energy efficiency measures under the CoolSaver Program, the IESO may collect from the operators and/or administrators of other energy efficiency and conservation and demand management programs in Ontario, including local distribution and gas companies, information about your participation in such programs. Similarly, the IESO may disclose information about your

participation in the CoolSaver Program to these operators and/or administrators so that they can assess your eligibility to receive an incentive under their programs.

d) Following the installation of any Eligible Measures, the IESO may disclose to your utility companies that you are a participant in the CoolSaver Program and other limited information (e.g. your name, address, and utility account number) so that the utility company can provide the IESO with electricity and/or natural gas usage data directly to determine greenhouse gas reductions. However, the data that the IESO collects is “masked”, so that the IESO cannot attribute the usage directly back to your residence or tenants at the participating residence. The IESO may also follow up with you after the installation to get your views and opinions of the CoolSaver Program or to evaluate and/or audit the CoolSaver Program.

e) The IESO may also disclose information about you and your participation in the CoolSaver Program for regulatory or audit purposes or as otherwise permitted by law, including to the Ministry of Energy and the Ontario Energy Board (and their successor entities).

f) Upon written request, the IESO will provide you with access to your personal information collected by IESO (or by the Service Provider on IESO’s behalf) and you will have an opportunity to request that the IESO update or correct your information. These rights are subject to FIPPA, and certain exemptions may apply such as when disclosure would reveal someone else’s personal information.

g) If you would like access, update, or correct personal information, or if you have any questions or concerns about IESO’s privacy practices, your personal information, or the administration of the FIPPA, you may contact IESO at:

Independent Electricity System Operator  
Attention: Privacy Officer  
120 Adelaide Street West, Suite 1600  
Toronto, ON M5H 1T1  
Phone: 416-969-6277  
Fax: 416-969-6383  
E-mail: [privacy@ieso.ca](mailto:privacy@ieso.ca)

For information about IESO’s general information practices, you may access IESO’s privacy policy at [www.ieso.ca/en/privacy](http://www.ieso.ca/en/privacy).

10. You acknowledge and agree that:

a) The IESO nor any of its officers, directors, or employees (collectively, the “Representatives”) , will be liable for any injury, damage or loss to persons or property, including without limitation any direct, indirect, special or consequential damages arising from or connected or related to: (i) the supply, installation or use of the Eligible Measures, whether installed in accordance with the manufacturer’s instructions or otherwise; (ii) the evaluation and verification of the CoolSaver Program; or (iii) any actions, omissions, negligence

or misconduct by the IESO, the Representatives, or the Trade Ally or Service Provider, or their respective personnel or subcontractors who delivers, installs, implements, evaluates or verifies the Eligible Measures, and you hereby release IESO and the Representatives from and against any of the foregoing.

b) Subject to the exceptions set out in this Section 10(b), the Service Provider will not be liable to the Participant for any direct, indirect, special or consequential damages, costs or losses arising from the procurement, installation or use of the Eligible Measures, whether in accordance with the manufacturer's instructions or otherwise. Exceptions: the limitations to the Service Provider's liability described in the immediately preceding sentence will not apply to any action, claim or loss arising out of, related or attributable to: (i) property damage, or bodily or personal injury (up to and including death) caused or contributed to by the Service Provider, or its subcontractors or a Trade Ally; or (ii) any negligent acts or omissions or willful misconduct in connection with the performance, purported performance or non-performance of any installation by the Service Provider, or its subcontractors or a Trade Ally.

11. You acknowledge and agree that the: (i) your participation in the CoolSaver Program is based upon your own assessment of the program and the implications of installing or implementing the Eligible Measures at your residence; (ii) the IESO makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any Eligible Measure implemented or installed pursuant to this Agreement, including any collection, use, disclosure or other processing of your information, and expressly disclaims any such representation, warranty or liability; (iii) the energy cost savings and other benefits described in connection with the CoolSaver Program are based on estimates, actual results may differ; and (iv) the Eligible Measures are intended for use only as directed and improper use may result in injury or damage. Except as specifically set forth or referenced in this Agreement, the IESO disclaims all representations, warranties and conditions, express, implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, workmanship, safety, legal compliance or fitness for a particular purpose as to the eligible energy efficiency measures supplied and/or installed in connection with the CoolSaver Program.
12. The Agreement will enure to the benefit of and be binding upon the Participant, their heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by you to another person except with the prior written consent of IESO, which consent may be unreasonably withheld or delayed.
13. Both you and IESO will comply, in all material respects, with all laws and regulations required to be complied with in the performance of their respective obligations hereunder.
14. All obligations of both you and IESO which expressly or by their nature survive the completion of the installation of Eligible Measures under the CoolSaver Program shall continue in full force and effect subsequent to and notwithstanding such installation and until they are satisfied or by their nature expire.

15. This Agreement and its attachments set forth the entire agreement and understanding between you and IESO relating to the CoolSaver Program.
16. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
17. Participation in the CoolSaver Program is conditional upon receiving the following consents for the installation of Eligible Measures:
- (i) If you rent or lease your home, the landlord or property owner must provide their consent before the measures can be installed.
  - (ii) If you rent or lease your home, you acknowledge and understand that any central air conditioner or smart thermostats will become the property of the property owner.
  - (iii) You agree to sign a "**Work Order**", which will set out your agreement to the type and quantity of Eligible Measure(s) from the table below to be installed. The associated Participant Incentive(s) you will receive for each Eligible Measure installed is also set out in the table below, and will be described in your Work Order. The Trade Ally will provide a discount on the cost of services equivalent to the applicable Participant Incentive(s). All additional costs for services, equipment, and installation are as agreed between the Participant and the Trade Ally (i.e. the "**Participant Contribution**") in the Work Order.
  - (iv) You agree that any newly installed dehumidifier will be the property of the person who owned the removed dehumidifier.
  - (v) You (or the property owner) consent to the Trade Ally removing and disposing of any existing equipment replaced by this installation.
  - (vi) The property owner agrees that they will not remove installed measure before the expected service life unless the equipment fails or is replaced by a more energy efficient measure.

**Table 1: Eligible Measures and Participant Incentives to be Installed:**

<b>Eligible Measures</b>	<b>Participant Incentive</b>
A/C and Heat Pump Tune-ups	\$165
A/C and Heat Pump Tune-ups with Refrigerant Adjustments	\$200
Dehumidifier Replacement (ENERGY STAR Qualified - 3 sizes)	\$40
Central Air Conditioner (CAC) Replacement, SEER 18	\$330
Central Air Conditioner (CAC) Replacement, high SEER Heat Pump	\$450
Smart Thermostat	\$75
Variable Speed Pool Pumps	\$350

By signing this Participant Agreement, you acknowledge and agree that (please checkmark the boxes to confirm):

- I have read, understand, and agree to the terms and conditions of this Participant Agreement.
- I consent to and authorize the IESO (or its Service Provider on behalf of the IESO) to collect, use and disclose information related to my participation in the CoolSaver Program for the purposes set out in this Participant Agreement.
- I understand that by signing a Work Order, I consent to and authorize the Trade Ally to implement or install the Eligible Measure as outlined in the Work Order and agree that I am responsible for the Participant Contribution.
- I consent to IESO sharing information with and receiving information from the operators and/or administrators of other energy conservation programs in Ontario, including local distribution and gas companies, related to your participation in other energy conservation programs or the Program for the purpose of assessing to eligibility to receive energy efficiency measures or incentives.

**Disclaimer:** Signing this form does not guarantee that Eligible Measures will be installed at your property. Prior to acceptance of your Participant Agreement by the IESO, no binding obligations are created, and the IESO has no obligation to provide any financial incentives or install or implement any Eligible Measures under the Program.



**PARTICIPANT**

I have read and understood the Customer Participation Agreement and the attached Standard Terms and Conditions for Participating Customers and certify that the information I have provided is true and correct. [Customer type name and Electronic Signature or "Accept"]

**PROPERTY OWNER (where different from the Participant)**

I have read and understood the Customer Participation Agreement and the attached Standard Terms and Conditions for Participating Customers and certify that the information I have provided is true and correct. [Customer type name and Electronic Signature or "Accept"]