

## TERMS AND CONDITIONS

This is a Residential and Small Commercial Demand Response Contract under the *peaksaver*® program (the “Program”) funded by the Ontario Power Authority (the “OPA”). The parties in this contract are Guelph Hydro Electric Systems Inc. (the “LDC”) and the residential or small commercial customer whose signature appears below (“you” or “Participant”).

### I. Rights and Obligations of Participant

In order to participate in the program, you have an existing active electricity account with your LDC. Because you have enrolled in the Program as a Participant, you will be entitled to have a device (a “Device”) installed in, on or outside your premises that from time to time controls how much electricity your central air conditioner and optionally your electric water heater will use. Note that at this time heat pumps are not eligible for program participation. You will also be entitled to receive a one-time payment of twenty-five dollars (\$25.00) per account, whether one or more Devices are installed at that account service location. You will also have certain obligations, as follows:

- (a) You have a central air conditioning system and/or electric water heater in good working condition. You agree that the LDC will not be responsible for repairs, maintenance or replacement of this equipment or any other HVAC equipment as a result of the installation of the Device.
- (b) You permit the Device to be installed in, on or outside your premises.
- (c) You agree to allow a representative or agent of the LDC to have reasonable access to your premises in order to install, inspect, and test the Device(s) as required.
- (d) Ownership of the Device transfers to you upon signed receipt of the Device. The LDC will not be responsible for removal or cost of removal of the Device should you choose to withdraw from the program.
- (e) You agree that the OPA or its contractor has the right to, and may control, each Device. When a Device is activated, it will control the appliance to which it is attached for a period of time in order to reduce demand for electricity. Each Device may be activated on business days between the hours of 1:00 pm to 10:00 pm, for a maximum of four hours per day, and an aggregate maximum of 40 hours each season from May to September, inclusive, plus emergencies. You agree not to authorize anyone else to control any Device that is at your premises.
- (f) You agree that the service providers who are authorized to install, inspect, test and operate your Devices have the right to collect, use and disclose – but only for the purposes of the Program – your name, address, telephone number, email address and other personally identifying information. Disclosure of your personal information may be made to the LDC and to the OPA, or to the service providers of either. However, your personal information will not be disclosed or used for purposes that do not relate to the Program.
- (g) You may submit a request to terminate your participation in the Program. The LDC will comply with such request provided it is made in writing with at least ten (10) business days advance notice. Where a Device replaces a thermostat, you should retain the old thermostat. If you choose to exit the Program for any reason, you will be responsible for reinstallation of the old thermostat and any related expenses.
- (h) You may make an opt-out request asking that a Device be taken out of *peaksaver*® program operation for a period not to exceed 48 hours.
- (i) You will arrange to have the Device installed within 45 days of receipt of the Device. Installation *must* be by one of the approved HVAC contractors on the list provided to you by the LDC. If not, the device and all original packaging are to be immediately returned to the LDC. If not returned, the LDC will invoice you the amount of \$220.00 plus GST, and you will promptly pay the full amount when billed.
- (j) You are the owner of the premise on which the Device is being installed. If you are the tenant, you have a signed acknowledgement form by the owner to allow installation of the Device, and such written acknowledgement shall be provided to the LDC prior to installation of the Device.

### II. Limitation of Liability

The maximum liability that the LDC, the OPA and their respective agents, employees, officers, directors and shareholders (and any other person for whom the LDC or the OPA is at law responsible) (collectively, the “Indemnitees”) is limited to the amount that you were paid for your participation in the Program. None of the Indemnitees will be liable for any indirect damages of any kind nor for any inconvenience that is suffered by you, any member of your family or any occupant or guest. You agree to indemnify the Indemnitees if you or any member of your family, occupant or guest seeks damages against any of them for any reason that is connected with this contract or the Device.

### III. Other

This contract shall be interpreted under Ontario law. You may not assign this contract. The LDC may amend this contract with thirty (30) days notice to you. If you do not agree with any such amendment, you may terminate this contract.

