



POOLSAVER PROGRAM POOLSAVER POINT-OF-SALE DISCOUNT APPLICATION

(the "Application")

APPLICANT

APPLICANT INFORMATION	
Customer Name:	
Installation Address:	
City/Town:	Postal Code:
Phone:	Email Address:
Electricity Account #	BHI <input type="checkbox"/> MHD <input type="checkbox"/> HHH <input type="checkbox"/>
Purchase Date:	
Pool Pump Purchased From (the "Vendor")	
Scheduled Installation Date	
Manufacturer Make & Model	
Property Type	<input type="checkbox"/> Detached Home (single family) <input type="checkbox"/> Attached Home <input type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter Occupied
Customer initials here	I have purchased the pool pump described above and have received a \$400 point-of-sale discount as evidenced on my invoice a copy of which is attached hereto.

The Poolsaver Program is offered by Burlington Hydro Inc. ("Burlington Hydro"), Halton Hills Hydro ("Halton Hills") and Milton Hydro Distribution Inc. ("Milton Hydro") herein referred to as ("The Halton Utilities") for the purposes of this Agreement and funded by the Independent Electric System Operator ("IESO") (collectively, the "Program Operators"). Poolsaver™ is a registered trademark of Toronto Hydro Corporation. Used under license.

By submitting this Application, I understand and agree to the following:

1. To be eligible for the \$400 incentive, I have purchased a qualifying pool pump ("the Qualifying Pool Pump") from a participating Vendor ("the Vendor") and retained the Vendor to install the pool pump as described in this Application.
2. I represent and warrant that:
 - (a) The Vendor has or will install a Qualifying Pool Pump at the Installation Address within 30 days of purchase or before December 31, 2020, whichever comes first;
 - (b) The Vendor has provided an instant point-of-sale discount off of the price of the Qualifying Pool Pump in the amount of \$400;
 - (c) if I am a tenant I have obtained all required right and authority to install the Qualifying Pool Pump;
 - (d) the Qualifying Pool Pump replaces an existing single speed pool pump which has been removed and decommissioned and will not be reused or resold;
 - (e) all information contained in this Agreement is true, accurate and complete.



3. I understand that the Program Operators make no representations regarding manufacturers, Vendors, contractors, material or workmanship. I also understand that the Program Operators make no warranty whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use or application of the product.

4. I agree that the Program Operators have no liability whatsoever concerning (1) the quality, safety and/or installation of the products, including their fitness for any purpose, (2) the estimated energy savings of the product, (3) the workmanship of any third party, (4) the installation or use of the product, (5) any other matter with respect to the Program. I waive any and all claims against the Program Operators and their respective parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of the Program Operators in connection with this Application for an incentive under the Poolsaver Program. Without limiting the generality of the foregoing, none of such parties shall be liable hereunder for any type of damages whether direct or indirect incidental, consequential exemplary, reliance, punitive or special damages including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.

5. I agree to participate in any survey, studies, audits, evaluations or verifications conducted by the Program Operators in connection with the Poolsaver Program including for the purposes of the proper administration, monitoring and verification of this Agreement or evaluation of the Poolsaver Program, and will provide to them reasonable access to records and the Installation Address for such purpose.

6. I hereby: (a) consent to the collection, use, disclosure and other handling of any information provided by me to the Program Operators, including but not limited to, records showing historical energy use and consumption, address and phone number and electricity account number, (collectively, the "Customer Information") by the Program Operators for purposes relating to the operation, administration or assessment of the Poolsaver Program, and in connection with any reporting activities relating to the Poolsaver Program, which use will include, without limitation: (i) sharing of my personal information among the Program Operators; (ii) use by the Program Operators of the personal information provided by me to conduct, analyze and report on the results of the Poolsaver Program and to conduct surveys and modify the Poolsaver Program based on such surveys; and (iii) disclosure of my personal information to the Ontario Energy Board, the IESO, the Ontario Ministry of Energy or the Ontario Environmental Commissioner and/or their respective successors; (b) acknowledge that my information may be accessible to third parties under the *Freedom of Information and Protection of Privacy Act* (Ontario); (c) consent that in connection with surveys, studies and audits, the Program Operators may contact you directly including by email and other electronic communications. Pursuant to Canada's anti-spam legislation (hereinafter "CASL"), The Halton Utilities, on behalf of the IESO is hereby requesting your Express Consent (as that term is meant in CASL and its associated Regulations) to contact you at the electronic address identified in this Agreement. If you wish the IESO to communicate with you by email in connection with the Poolsaver Program, future conservation programs, customer satisfaction surveys and other related purposes, please confirm by clicking here <http://www.ieso.ca/subscribe> or sign here:

You may withdraw your consent at any time. You may also reach the IESO at 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1; ieso.ca; saveonenergy.ca; or 905 403-6900.



7. The Halton Utilities and the IESO are committed to protecting the personal information in its custody or control in accordance with applicable privacy laws. The Participant may access The Halton Utilities' privacy policy at <https://saveonenergy.ca/Home/LDCPrivacy.aspx> and the IESO's privacy policy at <https://saveonenergy.ca/Home/Privacy.aspx>

8. Miscellaneous. Except as otherwise provided, these terms and conditions constitute the entire Agreement between you and the Program Operators in connection with its subject matter and supersedes all prior representations, warranties and understandings whether written or verbal. This Agreement is governed by, and is to be construed and interpreted in accordance with the laws of Ontario. Nothing contained herein shall be deemed to constitute a principal and agency relationship or partnership or joint venture or to create any agency or fiduciary relationship between the parties. The Customer may not assign, in whole or in part, the Customer's obligations or rights hereunder.

Signing below certifies that I understand and agree to the terms and conditions of this Agreement.

Customer Signature

Date: _____

The Halton Utilities Approval (Office use only)

Authorized Signature: _____ Date Approved: _____