

# ENERGY ASSISTANCE PROGRAM

## TERMS & CONDITIONS

1. This Application must be accurately completed and signed by the Applicant. The Applicant must also provide, or arrange to have provided, to SaskPower any other information and material(s) that SaskPower may require at any time in its sole discretion.
2. Program availability is limited as determined by SaskPower in its sole discretion. Submitting an application does not guarantee participation in the Program.
3. The Applicant each warrants and represents that he/she has the express consent and authority to provide to SaskPower the information and material(s) required, including but not limited to any third-party personal information that the Applicant may provide to SaskPower, and that to the best of the Applicant's and knowledge, all such information and material(s) provided to SaskPower are current, accurate, and complete.
4. The Applicant must each (unless specifically waived by SaskPower in writing):
  - a) be of a legal age of at least 18 years old as of the time of submission of this Application;
  - b) be the current Applicant of the Residence and maintain ownership/occupancy of the Residence for 12 calendar months following completion of any upgrade(s);
  - c) in the case of the Applicant only, occupy the Residence as a principal residence on a year-round basis and have a total gross household annual combined income of **no more than \$70,000**
  - d) maintain any and all SaskPower electricity accounts that are in the Applicant's name in good standing and have a payment history satisfactory to SaskPower; and
  - e) comply with all terms and conditions in this Application to SaskPower's satisfaction.
5. The Residence must be:
  - a) located in the Province of Saskatchewan;
  - b) an existing occupied single-detached, or semi-detached, or multi-unit residential home with a permanent water supply and intended for human habitation; and
  - c) in a suitable condition for product installation, as determined by SaskPower in its sole discretion.

**Attached garages, outbuildings, buildings under construction or unoccupied, apartments, or any other types of dwellings, are not eligible for the Program.**
6. Without restricting any other rights or remedies available in contract, law, equity or otherwise that SaskPower may have, SaskPower may disqualify an Applicant immediately, at any time, and for any reason, in SaskPower's sole discretion, by written notice, including, but not limited to, if the Applicant fails to perform or comply with, or breaches, any criteria or requirement of this Application.
7. SaskPower may, without any penalty or obligation, in its sole discretion, at any time, modify any term(s) or condition(s) in this Application or any of its requirement(s) for eligibility or Program criteria, and modify or terminate any of its program(s), including, without limitation, the Energy Assistance Program.
8. Any and all decision(s) of SaskPower relating to eligibility of an Applicant, and/or Residence for any program(s) of SaskPower shall be final and binding.
9. By applying for the Program, each Applicant acknowledges, consents and agrees that:
  - a) SaskPower collects and uses the information (including personal information) contained in the application or acquired during participation in the Program (including during in home assessments and site visits) for the purposes of processing, administering, and evaluating the Program and developing other SaskPower energy-efficiency programs;
  - b) SaskPower may share the information (including personal information) contained in the application or acquired during participation in the Program (including during in home assessments and site visits) with the electrical service provider of the Applicant if such service provider is not SaskPower;
  - c) SaskPower may contact the Applicant in the future to review the effectiveness of the Program, which may include surveys;
  - d) SaskPower may retrieve the Applicant's billing, energy use and consumption information from the SaskPower account database for the purposes of analyzing consumption behaviour and energy savings attributable to the Program.

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10. Each of Applicant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue SaskPower, its affiliates or any of their respective officers, directors, employees, agents, contractors or representatives for any and all loss, damage, or injury arising from, or in connection with, the Program, including, but not limited to: (i) any application under the Program (including this Program Application) or the acceptance, rejection, or review of any application; (ii) the administration of the Program; (iii) any participation in the Program; (iv) the installation and/or use of Program products and/or improvements; or (v) any other decision, assessment, determination, statement, act or omission whatsoever, whether negligent or not, relating to the Program or its administration.
11. Residence upgrades may be limited. SaskPower, at its sole discretion, may prioritize applications and determine what Residence upgrades, if any, a particular Residence will receive.
12. SaskPower reserves the right, in its sole discretion, to accept or reject applications for any reason, whether or not eligibility criteria are met, and limit the number of participants in the Program.
13. If selected to participate in the Program, the Applicant shall permit SaskPower and any SaskPower contractors to conduct a home evaluation and install basic energy-efficient products at no cost to the Applicant. SaskPower, in its sole discretion, may decide the energy efficiency measures to be implemented.
14. If selected to participate in the Program, the Applicant will provide or ensure SaskPower, and any SaskPower contractors, are granted access to the Residence and the products/improvements upon request to conduct site visits to verify compliance, eligibility and installation/operation of energy efficiency measures.
15. SaskPower, not being the designer, manufacturer, provider or installer of the products and/or improvements, makes no representations or warranties whatsoever as to the fitness of, the necessity for, the quality of, or the energy efficiency/savings of, any product, improvement or service, or skill of any contractor. SaskPower accepts no liability or responsibility for the products, improvements, the services or use of any contractor.