

1. PARTICIPANT AGREEMENT

The Residential Air Sealing Pilot Program (the “**Program**”) is offered to the Participant identified below by City of Vancouver. (“**CoV**”).

Participant Agreement

This Participant Agreement must be signed by the Participant prior to the provision and installation of the Measures described in the table below.

Date:	
PARTICIPANT INFORMATION:	
Name:	(the “Participant”)
Address: Apt./Suite: City: Postal Code:	(the “Property”)
Telephone: (1)	(2)
INSTALLATION INFORMATION:	
Contractor:	(the “Contractor”)
Contractor’s Telephone Number:	
TYPE(S) OF AIR SEALING THAT MAY BE PERFORMED:	
Potential Areas for Air Sealing Measures:	Potential Materials for Air Sealing Measures:
<ul style="list-style-type: none"> • Attic: Attic hatch, light fixtures, bathroom exhaust fans, plumbing stacks, kitchen ductwork, HVAC ductwork, top plate, large identified gaps, miscellaneous attic penetrations • Basement: Plumbing stack, dryer vent pipe, rim joists, furnace fresh air intake pipe, water lines, ventilation intake/exhaust, large identified gaps, miscellaneous basement penetrations • Living space: Attic hatch, single and/or double pane windows, baseboards, outlets, light switches, large identified gaps, leaky doors, miscellaneous basement penetrations 	<ul style="list-style-type: none"> • Aerosol Spray • Medium density sprayed polyurethane foam (MD SPF) • Can foam • Caulking • Fire-rated caulking • Drywall • Extruded polystyrene insulation (XPS) • Polyurethane and/or foam sealant • Sheathing tape • Weather-strip • Foam gasket • Metal banding • Door sweep • Fire-rated drywall box • Fire-rated insulation batt • Fire-rated light cover

CoV offers the above-listed Air Sealing Measures (the “**Measures**”) to the Participant at the above-noted Property pursuant to the terms of this Participant Agreement. The Measures will be provided and installed free of charge to the Participant, subject to the terms and conditions set out in this Participation Agreement.

In consideration for the provision and installation of the Measures, the Participant agrees to the following terms and conditions:

1. The Participant:
 - i. Authorizes CoV and the Contractor, on behalf of CoV, to enter the premises and install the Measures at the Property described in the table above without compensation to the Participant or any third party;
 - ii. Agrees and acknowledges that the provision and installation of the Measures will be performed by the Contractor on behalf of CoV; and
 - iii. Agrees to provide CoV and the Contractor such access to the Property as is required to perform the activities contemplated by this agreement.
 - iv. Agrees that the measures installed will be at sole discretion of CoV and its Contractor without any liability to CoV or the Contractor for any reason whatsoever.
2. The Participant agrees to comply with the Program Specific Terms and Conditions set out below.
3. The Participant agrees to take part in a follow up survey of the Program.
4. The Participant consents to and authorizes CoV to collect, disclose, use and process Participant Information (as defined below) for the purposes of managing, administering, implementing, evaluating and reporting on the Participant's participation in the Program, in accordance with the terms of the Participant Application submitted by the Participant for this Program. The Participant agrees, upon request by CoV or its partners, to participate in any follow-up surveys, studies, audits, evaluations or other verifications conducted by CoV or its partners in connection with the Program, including for the purposes of reporting, monitoring, or evaluating the Program, and will provide to them reasonable access to Participant records and facilities for such purposes. The Participant agrees its name, mailing address and aggregated energy savings information may also be shared with other governmental authorities as permitted by applicable laws. The Participant agrees CoV or its agents may contact it directly, including by email or phone, for the above purposes. "Participant Information" means any information provided by the Participant in, or as part of, its Application to the Program, including personal information and records showing energy use and consumption for the period beginning three years before the date hereof and ending on the date that is three years after the installation of the Measures (including natural gas consumption records from FortisBC and electricity consumption from BC Hydro). The Participant may contact a program manager at 867-457-0249 or airsealingvancouver@summerhill.com for any questions or concerns about the collection of personal information.
5. The Participant represents and warrants that it has due authority and right over the Property to authorize the installation of the Measures.
6. The Participant agrees and acknowledges that:
 - i. It has independently assessed the risk of installing a Measure;

- ii. Summerhill, CoV and its agents or contractors do not make any representation or warranty relating to the Measures, or the fitness for use of any products for their intended purpose, or otherwise;
 - iii. The energy cost savings and other benefits described in connection with the Program are based on estimates, and actual results may differ;
 - iv. Summerhill, CoV and its agents or contractors will not be liable for any direct, indirect, special or consequential damages, costs or losses arising from the installation or use of the Measures, whether in accordance with supplier's or manufacturer's instructions or otherwise, or for any actions, negligence or misconduct by any Contractor;
 - v. The Measures are intended for use only as directed and will not be tampered with; and
 - vi. Improper use may result in injury or damage.
7. The Measures are subject to availability of funds in the Program, and the Program or the installation of the Measures may be terminated or discontinued at any time by CoV without notice.
8. The Participant acknowledges that the Property may be selected for a case study for marketing purposes and agrees to allow Summerhill to take pictures and include such pictures and information about the Property as required.

By checking the 'Agree' box below:

- i. I agree that I have read and understood the terms and conditions above, and
- ii. I agree to all of the above terms and conditions.

Agree

Reject