

Program Specific Terms & Conditions

1. The Participant acknowledges that the Participants meets all Program eligibility requirements
2. It is the responsibility of the Participant to identify any conditions that may affect the effectiveness of or issues with the Program, including but not limited to:
 - Cracks in drywall or plaster;
 - Damaged or broken windows and doors;
 - Allergies to air sealing materials, including can foam, weather-stripping, or caulking; and/or
 - Safe removal, decommissioning, modification (where applicable), and disposal/recycling of old equipment and material in accordance with all applicable laws and ensuring the equipment is not resold or reused.
3. Dust may be disturbed during the depressurization of the house and/or during the installation of the Measures.
4. It is recommended that all pets, children and/or persons who are sick, injured, or disabled be kept clear during the installation and curing of air sealing products, which may be up to three (3) days.
5. The Participant will provide the Contractor with clear access to all locations to be air sealed.
6. The Contractor is not responsible for the disconnecting or re-connecting of any food storage device (fridge or freezer). The Participant is solely responsible to ensure said devices are operational at all times.
7. The Participant will ensure that smoke detectors, fire alarms and carbon monoxide testers are in working order.
8. The Participant will ensure that any wood-burning appliance will not be used at least 24 hours prior to the arrival of the Contractor crew and that all ashes will be cleaned and removed from the firebox.
9. The Participant agrees to vacate the home where the work will be done for up to three (3) days, if required.
10. The Participant agrees to install continuous ventilation at its own cost, if after the air sealing, it is determined that the home requires continuous ventilation.
11. The Participant will be liable for and will indemnify, defend and hold the City of Vancouver and Summerhill and their respective affiliates, and each of their respective directors, officers, employees, shareholders, advisors, and agents (including contractors and their employees) (in this context, collectively, the "indemnified party") harmless from and against any and all claims, demands, suits, losses, damages, liabilities, penalties, obligations and payments (including the costs and expenses of, and accrued interest on) for personal injury (including death) or property damage, assessments, judgments, settlements and compromises relating thereto and all connected reasonable lawyers' fees and reasonable disbursements) (each, an "indemnifiable loss"), asserted by a third party against or suffered by the indemnified party relating to, in connection with, resulting from, or arising out of:
 - a) the negligence or wilful misconduct of Participant;

- b) the breach by the Participant of this Agreement;
- c) any representation or warranty given by the Participant in this Agreement or in any instrument to be issued under this Agreement being untrue, inaccurate or misleading in a material respect; or
- d) any act or omission of the Participant in connection with a Program to the extent that the Participant was responsible under this Agreement for any part of the Program or for any obligation or responsibility of the Participant required under this Agreement,

except to the extent that the indemnifiable loss is attributable to the negligence or wilful misconduct of the indemnified party. For greater certainty, in the event of contributory negligence or breach of the indemnified party, then the indemnified party will not be indemnified in the proportion that the indemnified party's negligence or breach contributed to the indemnifiable loss.

- 12. Products installed to facilitate air sealing may differ from the wall/trim colors adjacent. The Contractor will utilize white or clear caulking on walls, windows, doors and ceilings. Fire-rated red or white caulking will be used around fireplaces.
- 13. The Participant authorizes FortisBC to provide historical natural gas 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 to the CoV or its designated agent, contractor for the purpose of evaluating the Program.
- 14. The Participant authorizes BC Hydro to provide historical electricity 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 to the CoV or its designated agent, contractor for the purpose of evaluating the Program.

By checking the 'Agree' box below:

- i. I agree that I have read and understood the Program Specific Terms and Conditions above, and
- ii. I agree to all of the above Program Specific Terms and Conditions.

Agree

Reject

- iii. I agree to be contacted by Summerhill, the City of Vancouver, and its agents or contractors with respect to the Program or future initiatives

Agree

Reject