

SHW INSTALLATION AGREEMENT

All Terms and Conditions including statement of cancellation rights on reverse



Customer Information

Family Name			Given Name		
Phone No. (Home)	(Bus.)	(Cell)	Email (to receive customer satisfaction survey)		
Address			Town/City	Province	
			Postal Code		
Does the owner live at the location? Y / N If No, Owner Name			Phone No. (Home)	(Bus.)	(Cell)
Address: Street No. & Name			Town/City	Province	Postal Code

Registered Contractor Information

Contractor Name (as Registered Contractor for Solar Colwood):	Sales Rep.:	Phone No.:
Address	Email:	

PART 1 : APPLICATION

SOLAR HOT WATER PRICE

BUILDING	Orientation	<input type="checkbox"/> SE	<input type="checkbox"/> SW	<input type="checkbox"/> S
	Slope	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
	Access to Roof Area	<input type="checkbox"/> Good	<input type="checkbox"/> Restricted	<input type="checkbox"/> Poor
	Roof Shading	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
HOT WATER TANK	Height of Building	<input type="checkbox"/> 1 storey	<input type="checkbox"/> 2 storeys	<input type="checkbox"/> 3 storeys
	Overall Solar Potential	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
	Existing water heating type:	<input type="checkbox"/> Tank	<input type="checkbox"/> Instantaneous	
SHW SYSTEM	Energy Source	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Other (please specify)
	Number of Occupants	Estimate Litres/Day		
	MAKE	MODEL		
	# of Panels	<input type="checkbox"/> 1 Panel	<input type="checkbox"/> 2 Panels	
	Collector Type	<input type="checkbox"/> Flat Plate	<input type="checkbox"/> Evacuated Tube	
	Total storage capacity in Litres (pre-heat and standard)			

a) Solar Subtotal	\$ _____
(Parts, labour, and permits)	
b) Tax	\$ _____
c) Total System Price	\$ _____

SOLAR COLWOOD INCENTIVE

d) Solar Colwood Incentive	\$ _____
(33% of pre-tax costs up to max. grant for system size)	
e) Less Admin Fee	\$ _____
f) Total Incentive	\$ _____

TOTAL CONTRACT PRICE

g) Price minus Total Incentive	\$ _____
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CUSTOMER DECLARATION:

- 1) I / We understand that this is an application to receive a discount under the Solar Colwood project and that NO discount will be provided without prior written approval from City of Colwood. Upon receiving written confirmation of discount approval from City of Colwood, I / We irrevocably authorize the Registered Contractor to proceed with the solar hot water installation according to the payment terms indicated.
- 2) I / We understand upon receipt of the discount approval from City of Colwood that the solar hot water system described above will be completed by the Installation Date shown.
- 3) I / We have read and agree to the Terms and Conditions printed on the reverse of this Agreement.
- 4) I / We authorize the Registered Contractor to obtain further information related to the Agreement as required by law, including credit bureau searches as necessary.
- 5) I / We confirm that if I/We are not the owner of the building, that I / We have obtained signed permission from the owner to carry out the work.
- 6) I / We agree to pay the Total Contract Price owed to the Registered Contractor subject to any holdbacks required or permitted by law, within 28 days of completion of the work.
- 7) I / We understand that if the system is not installed within two months of the tracking number being issued, the incentive may be revoked and reallocated to another participant at the discretion of the City of Colwood.
- 8) I / We understand that the installation must be completed and all paperwork submitted to the City of Colwood prior to the program deadline of March 31, 2015 in order to receive the incentive.

PERMISSION TO SHARE INFORMATION (to be completed by homeowner – please initial beside each paragraph)

____ I give permission for the above named installer to share the information on this form with the City of Colwood and their Solar Colwood representatives for the purpose of administering its Solar Colwood program and related activities in furtherance of the City's energy conservation mandate and obligations under the Natural Resources Canada Clean Energy Fund Contribution Agreement.

____ I give permission to the City of Colwood and their Solar Colwood representatives to contact me to confirm the information on this form and to solicit my feedback on the program. I acknowledge the authorities under the *Freedom of Information and Protection of Privacy Act* for the City to collect, use, and protect my personal information. I understand that if I have any questions regarding the collection and use of my information that I can contact the City of Colwood's Privacy Officer, Pat Van Buskirk, at 250-478-5999 or pvanbuskirk@colwood.ca.

____ I give permission to the City of Colwood, through Solar Colwood, to provide my name, phone number, email address, and the fact that I am installing a solar hot water system to Royal Roads University (RRU)'s Solar Colwood Monitoring Program, for the purpose of supporting RRU's evaluation of the energy savings from the Solar Colwood program. I acknowledge RRU's authority to conduct this monitoring program under the Royal Roads University Act, I understand that when RRU representatives contact me, I will be provided with information about the monitoring program, and will be given the option to voluntarily opt-in to participating in the monitoring program.

SIGNATURE _____ DATE _____

REGISTERED CONTRACTOR DECLARATION:

- 1) I the Registered Contractor understand that this is an application for the Solar Colwood residential project and that NO work should be commenced without prior written approval from City of Colwood.
- 2) Subject to receipt of approval from City of Colwood the Registered Contractor agrees to complete the solar hot water system installation described above by the installation date shown according to the payment terms indicated and according to the terms and conditions on the reverse of this agreement.
- 3) I understand that it is the Registered Contractor's responsibility to obtain and comply with all necessary installation and plumbing permits that are legally required to complete the work PRIOR to any work being carried out, and at I will ensure the customer is aware of the legal requirements relating to permits.

SIGNATURE _____ DATE _____

PART 2: COMPLETION OF WORK

CUSTOMER DECLARATION:

- 1) I/We acknowledge that a solar hot water system has been successfully and completely installed at my residence/business, is in proper functioning condition at this time, and that the work has been completed to my satisfaction.
- 2) I hereby agree to provide City of Colwood or their designate(s) at their sole discretion access during normal business hours to my residence/business for the purposes of audit and/or inspection of the work for a period of three years following from the date of installation.
- 3) I/We understand how the equipment works, any routine maintenance that may be required and all warranty documents have been left with me and adequately explained by the contractor

SIGNATURE _____ DATE _____

REGISTERED CONTRACTOR DECLARATION:

- 1) I hereby represent that this installation has been completed according to CSA F383-87 Installation Code for Solar Domestic Systems and has passed a final inspection and we hereby request payment of the Total Contract Price from the Customer and the Solar Colwood Discount from City of Colwood, subject to any holdback required by law
- 2) All claims for payment submitted to City of Colwood for the reimbursement of the Solar Colwood discount have been incurred and paid for by the Registered Contractor and all supporting documents to this effect will be kept in our records and made available to City of Colwood upon request for a period of three years after the completion of the work.
- 3) I represent that the installation was commissioned by an installer certified to CanSIA's Canadian Solar Hot Water System Installer Certification Program (Level 1) or equivalent (NABCEP Solar Thermal Installer or NABCEP Solar Thermal Entry Level or 30 hours solar thermal training from an accredited BC Vocational Training Institution).
- 4) I hereby represent that I have commissioned the system, that the Customer understands how the equipment works, any routine maintenance that may be required and that all warranty documents have been left with the customer, explaining the coverage period, the type of warranty and the process for making a warranty claim.
- 5) I have obtained all the necessary electrical and plumbing permits and have provided copies to the customer.
- 6) I hereby represent and warrant that the above noted declaration is true and accurate and understand that all of the terms of this declaration are required to be true and accurate in order to legally obtain the discount offered by the City of Colwood and further understand that if, in the opinion of the City of Colwood, there has been a misrepresentation or a breach of this Agreement that the City of Colwood remove the Registered Contractor from its list of registered installers and direct and require the Registered Contractor to repay forthwith all or any part of the discount paid by the City of Colwood pursuant to this Agreement.

SIGNATURE _____ DATE _____

TERMS AND CONDITIONS: Solar Colwood Project

1. DEFINITIONS

In this contract: "Agreement" means this Installation Agreement between the Customer and the Contractor.

"Customer" means the customer as described in the Customer Information section on the front of this Agreement. "Registered Contractor" means the Registered Contractor as described in the Registered Contractor section on the face of this Agreement and as listed on the Solar Colwood website.

"Emission Credits" means any credit, benefit, payment or entitlement attributable to or resulting from emission, smog, pollution or greenhouse gas reduction, energy efficiency, energy conservation or other similar environment related activity, whether issued, granted or traded by government authority or otherwise, and whether created under or as a result of any municipal, provincial, federal or international legislation, regulation, program, protocol, treaty or pact.

"Premises" means the location where the Work is completed as described in the Customer Information section on the face of this Agreement.

"Work" means the installation of those products and the completion of those services specified in the Price sections on the face of this Agreement, any permitted amendments to it and any accompanying documentation

"Solar Colwood" means a program of the City of Colwood in collaboration with other partners.

2. REGISTERED CONTRACTOR PERFORMANCE

2.1 The Registered Contractor shall use appropriately skilled labour, equipment and materials to perform the Work in strict conformance with the provisions of any and all applicable laws, regulations, codes, standards, bylaws and manufacturers' instructions and specifications.

2.2 Any solar hot water installations performed by the Registered Contractor shall be commissioned by a CanSIA certified installer and must be installed to meet the CSAF383 Installation Standard for Solar Hot Water, and must be CSAF 378 compliant.

2.3 The Registered Contractor shall make every reasonable effort to perform the Work within the times estimated in this Agreement.

2.4 Where the Work is delayed as a result of events or circumstances that the Registered Contractor could not have reasonably anticipated or avoided, the Registered Contractor will make every reasonable effort to mitigate or overcome the effects of such delay.

3. CUSTOMER ACKNOWLEDGEMENT

3.1 The Customer is responsible for ensuring that the Premises meet all appropriate zoning bylaws.

3.2 The Customer shall provide the work space and freedom of movement on and to and from the Premises for the Registered Contractor to complete the Work.

3.3 The Customer acknowledges and agrees that the Registered Contractor is not giving and has not given any guarantee to the Customer as to the energy savings that may result from the completion of the Work.

3.4 The Customer represents and warrants that Customer is the registered owner on title of the Premises. If the Customer is not the registered owner on title of the Premises, the Customer represents and warrants that the Customer has obtained the permission of the registered owner on title of the Premises to complete the Work.

3.5 The Customer agrees to allow the City of Colwood or their representatives access to the property in order to inspect, evaluate and monitor the operation of the installation for a period of 3 years following the installation.

4. LIMITED WARRANTIES

4.1 The Customer and the Registered Contractor acknowledge that the City of Colwood is only responsible to determine whether to provide the Solar Colwood discount in respect of this Work, and that the City of Colwood accepts no other responsibility or liability. In all circumstances, the total liability of the City of Colwood shall be limited to providing the Solar Colwood discount for any installation that has been approved. The City of Colwood makes no warranties, representations or guarantees of any kind, whether expressed or implied. Under no circumstances will the City of Colwood be liable to any person or business entity for any direct, indirect, special, incidental, consequential, or other damages resulting from or related to the Work, including, without limitation, any personal injury, property damage, business interruption, or any other loss or damage, even if the City of Colwood has been specifically advised of the possibility of such damages. All implied warranties, including, without limitation, implied warranties of merchantability, and fitness for a particular purpose are hereby expressly disclaimed.

4.2 The Customer agrees that there are no representations, warranties, conditions, statements, recommendations, guarantees or agreements (collectively, the "Warranties"), express or implied, oral or written, with respect to the Work, other than those, made by the Registered Contractor or the manufacturer, which are attached to this Agreement. Without limiting the generality of the foregoing, all implied warranties and conditions under the Sale of Goods Act (British Columbia) or other applicable legislation (including, without limitation, the implied warranties and conditions of merchantability and fitness for the purpose) are excluded, to the fullest extent possible under applicable law.

4.3 Customer waives all rights of setoff or defenses which the Customer now or may hereafter have against the Registered Contractor to the fullest extent possible under applicable law.

4.4 The Registered Contractor hereby assigns to the Customer all Registered Contractor and manufacturers' warranties on the Works, and the Customer agrees that the sole remedy in the event of any defects or deficiencies in the Works is to claim on such warranties.

4.5 The Customer understands that the Registered Contractor may assign this Agreement to an assignee including the Bank. Following the assignment, the Customer agrees to make all payments under this Agreement to the assignee.

4.6 The Customer acknowledges that:

- (a) no assignee has provided the Customer with any warranty; and
- (b) no assignee will be liable for any injury, damage or loss that Customer or any one else may suffer or incur as a direct or indirect result of:
 - (i) The Customer's entering into this Agreement or any related oral or written contract or arrangement with the Registered Contractor or any other person for the Work;
 - (ii) Any defect in any Work; or
 - (iii) The failure of the Registered Contractor, the manufacturer or any other person to comply with any Warranty or other obligation to Customer.

4.7 The Customer acknowledges that the Registered Contractor is not a partner or joint venture of any assignee and that the Registered Contractor is not authorized and has no ability to bind or create any liability for the assignee. The Customer acknowledges that the Registered Contractor's assignee is relying on the acknowledgements and agreements in this Section 4 in connection with the assignee's decision to acquire rights under this Agreement.

5. AMENDMENTS TO THE WORK

If the Customer or the Registered Contractor amends this Installation Agreement with regard to the description, pricing or amount financed, approval must be obtained in writing from the other party and both parties must initial the Installation Agreement to authorize the amendment.

6. COMMENCEMENT

The Registered Contractor may commence the Work at any time after the later of:

- (a) 10 days after a copy of the Agreement is provided to the Customer; and
- (b) Written approval of the applicable Solar Colwood discount has been received by the Registered Contractor;
- (c) The date that all permits necessary to complete the Work have been obtained by the Registered Contractor.

7. PERMITS

The Registered Contractor is responsible for obtaining all permits required by the City of Colwood to complete the Work.

8. CLEANUP OF THE SITE

Upon completion of the Work, the Registered Contractor shall as soon as reasonably possible remove from the Premises any equipment, materials, debris and waste relating to the Work and shall leave the Premises in a clean and tidy condition suitable for occupancy by Customer.

9. COMPLETION

When the Registered Contractor has completed the Work, the Registered Contractor and the Customer will so certify by signing and filling in Part 2: Completion of the Work, on the face of this Agreement.

10. PAYMENT/EFFECT OF COMPLETION

10.1 The Customer and the Registered Contractor agree that, subject to Section 13, upon completion of the Work, the Registered Contractor is entitled to receive payment of the Contract Price from the from Customer.

10.2 The Registered Contractor agrees that, subject to Section 13 of this Agreement, upon completion of the Work and successful final inspection, the Registered Contractor shall claim the Program Discount from the City of Colwood. The Customer will not be liable for this portion of the Total System Price.

11. ASSIGNMENT

The Customer may not assign the Agreement or any part thereof.

12. DEFECTS AND DEFICIENCIES

Upon request from Customer or from the City of Colwood or their representatives, the Registered Contractor shall, to the satisfaction of Customer, immediately remedy:

- (a) Any defect in the Work, or any damage to the Work or to the Premises arising from the defect; or
- (b) Any defect in the Work covered by the warranties attached to this Agreement.

13. STATUTORY HOLDBACKS

Customer has the right to hold back a portion of the Total Contract Price as permitted or required by statute, with full power to pay, compromise, defend or discharge any builder's or other lien.

14. INSURANCE

14.1 The Registered Contractor shall maintain comprehensive general bodily injury and property damage liability insurance, to a minimum of \$2 million, covering any damage or injury caused by Registered Contractor or anyone for whom the Registered Contractor is responsible, and relating to the Work.

14.2 The Registered Contractor shall maintain full workers' compensation coverage for all employees as required by provincial law.

15. GREENHOUSE GAS EMISSION CREDITS

The Customer irrevocably assigns, transfers and conveys to the City of Colwood, designates the City of Colwood as the owner or recipient of, and authorizes the City of Colwood to assume and receive on behalf of the Customer, any and all Greenhouse Gas Emission Credits and any rights to receive Greenhouse Gas Emission Credits which result from or are related to, in whole or in part, the Work.

16. GENERAL

The parties agree that this Agreement shall be interpreted and governed by the laws of British Columbia. The terms and conditions contained herein are the entire Agreement between the parties. This Agreement shall be binding upon and endure to the benefit of the parties and their respective personal representatives, successors and permitted assigns. Time is of the essence in the interpretation and fulfillment of this Agreement.

This Agreement is not binding on Customer unless it signed by the Customer and a copy has been received by Customer.

17. BUYER'S RIGHT TO CANCEL

(Section 14(a) of the Consumer Protection Act)

17.1 "You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of this contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact you provincial/territorial consumer affairs office. If you cancel this contract, the seller has 15 days to refund your money and any trade in, or the cash value of the trade in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of the cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or personal delivery."

18. ARBITRATION

Where any dispute arises out of or in connection with this Agreement, (other than the liability of Customer to pay for the Work), the parties shall refer the dispute to a single arbitrator under the latest edition of the Rules for Arbitration of CCDC 2 Construction Disputes published by the Canadian Construction Association. The decision of the arbitrator shall be final and binding upon the parties, and there shall be no appeal there from.