

peaksaver® Program Participation Agreement



29 Bridge Street
Renfrew, Ontario
K7V 3R3

Renfrew Hydro Inc. (the "Utility") offers the **peaksaver®** program (the "Program") for Residential and Small Commercial customers ("Participants") in cooperation with the Ontario Power Authority. This program will use programmable thermostats to allow the Utility to reduce air conditioning load at times of peak demand for electricity.

Eligibility

Participants must meet all of the following conditions:

- be owners or tenants of the premises
- receive an electricity bill from the Utility
- have central air conditioning

Participants' air conditioning equipment must be in good working condition prior to proceeding with any installation. The installation service provider will determine the eligibility/suitability of the installation.

Tenant Participants must have their landlord provide written consent to install the equipment.

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OWNER'S NAME

OWNER'S SIGNATURE

DATED

(granting permission for equipment installation)

Equipment installed under the **peaksaver®** program

The programmable thermostats installed under the Program will be installed by qualified technicians. The thermostats will be repaired or replaced as required at no cost to the Participant for the duration of the Program. Participants are to retain their original thermostat in case they wish to exit the Program within the first year.

Thermostats shall remain with the premises and remain the property of the Utility for the first year after installation. After one year, ownership of the thermostat will transfer automatically to the Participant at no cost.

Participants are to report all thermostat malfunctions and service requests to **1-866-813-2226** for assessment.

Program Participation

Participants are allowed to temporarily opt out of load control events, in advance, twice per year by calling the customer support line at **1-866-813-2226**. Participants may not opt out during an event.

Participants may exit the Program at any time at no cost by calling the customer support line at **1-866-813-2226**.

Participants exiting the Program within the first year will have thermostats removed at no cost. If the Participant exits the Program after one year, the thermostats will remain in place at no cost.

The Utility reserves the right to evaluate all installations to verify that electricity demand and/or electricity consumption savings have been achieved.

Participants agree to provide the Utility or its agent reasonable access to the installation for maintenance and repair.

The Utility will not share customer data with any outside agency except for the explicit purpose of operating the Program or to meet regulatory reporting requirements. The Utility may, at its sole discretion, share the Participants' names, program details and savings results when reporting to the Ontario Energy Board, the Ontario Power Authority and operating the Program in cooperation with other electrical utilities.

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PARTICIPANT NAME

PARTICIPANT PREMISE ADDRESS

I wish to voluntarily participate in the **peaksaver®** program and therefore covenant and agree to the following:

I agree to take reasonable steps necessary to ensure the thermostat is not moved, removed or damaged and continues to operate as intended.

I agree to release Renfrew Hydro Inc. and the Ontario Power Authority from all claims arising from my participation in the program, to expressly assume all risks and to indemnify Renfrew Hydro Inc. and the Ontario Power Authority and to hold them harmless with respect to any claims.

The maximum liability that Renfrew Hydro Inc., the Ontario Power Authority and their respective agents, employees, officers, directors and shareholders (and any other person for whom Renfrew Hydro Inc. or the Ontario Power Authority is at law responsible) (collectively, the "Indemnitees") is limited to the amount that I was paid for my participation in the Program. None of the Indemnitees will be liable for any indirect damages of any kind nor for any inconvenience that is suffered by me, any member of my family or any occupant or guest. I agree to indemnify the Indemnitees if I or any member of my family, occupant or guest seeks damages against any of them for any reason that is connected with this contract or the thermostat.

I agree that the service providers who are authorized to operate my thermostat, and to inspect, test and maintain them, have the right to collect, use and disclose – but only for the purposes of the Program – my name, address, telephone number, email address and other personally identifying information. Disclosure of my personal information may be made to Renfrew Hydro Inc. and to the Ontario Power Authority, or to the service providers of either of them. However, my personal information will not be disclosed or used for purposes that do not relate to the Program. Purposes for which my information may be used or disclosed include completing installation of the thermostat(s), processing payment to me, contacting me for Program evaluation and surveys and Program reporting. For more information on the Privacy Policy of the Ontario Power Authority, go to www.powerauthority.on.ca.

*I acknowledge that Renfrew Hydro Inc. and the Ontario Power Authority shall have the right to control the **peaksaver®** thermostat installed in the above premises at their sole discretion and shall be able to transfer the right to dispatch and control the thermostat. I also acknowledge that I have the right to opt out in advance of such control events twice per year.*

I acknowledge and agree that the information contained herein will be stored and processed by Honeywell Limited or their agents, solely in the performance of this Program and such information will not be used for any other purpose.

I acknowledge and agree that the information contained herein will also be stored by Toronto Hydro or their agents, or other Renfrew Hydro assigns who act on Renfrew Hydro's behalf in providing aggregation and control services solely in the performance of this Program and such information will not be used for any other purpose.

I hereby certify that I am at least 18 years of age and acknowledge that I have not relied upon any advice, representations or inducements by or on behalf of Renfrew Hydro Inc. in deciding to either participate in the Program or sign this document.

I ACKNOWLEDGE that I have read this document and that I fully understand its terms.

Dated at _____ this _____ day of _____ 2010.

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PARTICIPANT NAME

PARTICIPANT SIGNATURE

no.

