



Home Upgrades Participant Agreement

Property:

Street Address:

Unit Number:

City:

Postal Code:

Tenant (if applicable):

Full Name(s):

Phone Number:

Email:

Property Owner/Homeowner:

Full Name(s):

Phone Number:

Street Address:

Unit Number:

City:

Postal Code:

Email:

WHEREAS:

- A. The Home Upgrades Program (the “Program”) was established by The City of Calgary (“The City”) is delivered by Kambo Energy Group Inc. (also named as “Program Administrator” in the program [Terms and Conditions](#)).
- B. Under the Program, the Program Administrator installs energy and water efficiency upgrades to residential homes in Calgary, Alberta (the “Upgrades”).
- C. The person described above as the property owner (the “Property Owner”) is the registered and beneficial owner of the

property described above (the “Property”).

- D. The Property Owner and Tenant has agreed to, or will agree to, the Renovation Stream Terms and Conditions (the “Terms and Conditions”) of the Program governing the relationship between the Property Owner and The City in respect of the Program.
- E. The Property Owner wishes to enter into this Agreement to participate in the Program and receive the Upgrades from Kambo Energy Group (the “Program Administrator”).

Terms & Conditions

1. The Program Administrator reserves the right to, at any time, verify the accuracy and completeness of any and all information provided by the Tenant or the Property Owner, as applicable, and the Tenant or the Property Owner, as applicable, must cooperate with this verification process. The Tenant or the Property Owner, as applicable, must notify the Program Administrator if any information provided as part of this application changes at any time after the submission of the application.

2. The Property Owner represents and warrants to the Program Administrator that the Property (a) meets the following criteria: (i) is a privately owned residential property; (ii) was built before January 1, 1998; (iii) is located in the City of Calgary; (iv) is a single or semi-detached house, duplex, row house, townhouse or manufactured home on a permanent foundation; and (v) have a separate heating system; and (b) is deemed to be in suitable condition for the improvements available through the Program. For greater certainty, mobile homes, non-residential property, and multi-unit residential buildings with a shared heating system and more than four units are not eligible to participate in the Program.

3. The parties agree that the roles and responsibilities of the Program Administrator and its contractors ("**Contractors**") are set out in Schedule "A" attached hereto.

4. Prior to installing any upgrades, the Program Administrator and/or its Contractors will conduct an assessment of the Property (the "**Home Assessment**"). Upon completion of the Assessment, the Program Administrator will issue to the Property Owner a document defining the scope of the Upgrades (the "**Scope of Work**"), which will be attached as Schedule "B" hereto and will form part of this Agreement. the Program Administrator may amend the Scope of Work from time to time without the prior written consent of the Property Owner.

5. After the Upgrades are installed, the Program Administrator and/or its

Contractors will conduct an assessment of the Property. The Property Owner will receive a copy of the assessment report within 30-45 days of the assessment.

6. The Property Owner must hold and maintain general liability insurance for bodily injury and property damage with a minimum of \$1,000,000 per occurrence in coverage.

7. The Program Administrator may without penalty or obligation, at any time, modify any terms or conditions or any of its requirements for program eligibility and modify or terminate the Program.

8. The Program Administrator has the right to prioritize Upgrades for program support within available funding based on any criteria deemed appropriate.

9. The Program Administrator is not obligated to provide program support to any applicants including those who meet all program eligibility criteria. It is within the Program Administrator's sole discretion to accept or reject any applicant who meets all program eligibility criteria.

10. The Program Administrator will decide in their sole discretion which Upgrades the Property will receive.

11. The Program Administrator and its Contractors will, for **[one]** year after completion of the Upgrades on the Property, correct any defect arising in respect of the workmanship or materials relating to the Upgrades, except for normal wear and tear, acts of nature and damage caused by the negligence of the Tenant or the Property Owner, as applicable, or damage caused by the failure of the Tenant or the Property Owner, as applicable to properly maintain the Upgrades.

Tenant Consent to Participate

I/We certify that I am/we are the legal tenant(s) of the Property and that I/we agree to these terms and conditions in the Participant Agreement.

If this application is approved, I/we grant permission for the Contractors to:

a. conduct a free Home Assessment at the Property, which may include but is not limited to a basic survey of the home's air tightness with a blower door test, assessment of the level of the insulation in the home, and an estimation of the efficiency of gas furnace(s) and hot water tank, and

b. provide free Upgrades to the Property, which may include but is not limited to installing low flow water devices such as toilets, faucets and showerheads, energy efficient light bulbs, weather stripping, windows, doors, attic and crawl space insulation, high efficiency hot water tanks,

high efficiency furnaces, and programable thermostats, as well as air-sealing.

c. after the Upgrades are installed, conduct a Home Assessment at the Property, which may include but is not limited to a basic survey of the home's air tightness with a blower door test

I/we acknowledge that the Program Administrator is not responsible for any pre-existing damage to the Property.

In the event of any breach by the legal owner(s) of the Property of any of the terms, conditions or under the existing tenancy agreement, I/we acknowledge and agree that the Program Administrator shall have no obligation to enforce such terms and conditions and that such obligation shall be solely that of the tenant(s), whether such enforcement occurs through the Alberta Residential Tenancy Dispute Resolution Service or otherwise.

Owner Consent to Participate and Covenant in Favour of the Program Administrator

I/We certify that I am/we are the legal owner(s) of the Property and that

I/we agree to the terms and conditions provided for herein.

If this application is approved, I/we grant permission for the Contractors to:

- a. conduct a free Home Assessment at the Property, which may include but is not limited to a basic survey of the home's air tightness with a blower door test, assessment of the level of the insulation in the home, and an estimation of the efficiency of gas furnace(s) and hot water tank, and
- b. provide free energy-efficient retrofits to the Property, which may include but is not limited to installing low flow water devices such as toilets, faucets and showerheads. Energy efficient light bulbs, weather stripping, windows, doors, attic and crawl space insulation, high efficiency hot water tanks, high efficiency furnaces, and programable thermostats, as well as general air-sealing work.
- c. after the Upgrades are installed, conduct a Home Assessment at the Property, which may include but is not limited to a basic survey of the home's air tightness with a blower door test

I/we acknowledge that the Program Administrator is not responsible for any pre-existing damage to the Property.

In the event of any breach by the tenant(s) of the Property of any of the terms and conditions provided for herein or under the existing tenancy agreement, I/we acknowledge and agree that the Program Administrator shall have no obligation to enforce such terms and conditions and that such obligation shall be solely that of the owner(s), whether such enforcement occurs through the Alberta Residential Tenancy Dispute Resolution Service or otherwise.

If this application is approved, I/we certify and agree in favour of the Program Administrator that in the event that I/we breach any of the terms, conditions or covenants provided for herein, I/we shall promptly repay to the Program Administrator the cost of any improvements made to the Property under the Program including, without limitation, the cost of any energy-efficiency assessment and retrofits conducted or provided to the Property, plus a reasonable administration fee.

Consent to Use Information

I/We understand that the information provided by me under this program will be retained and disposed of in accordance with the provisions of the *Access to Information Act and Protection of Privacy Act* (Alberta). If I/we have any questions regarding this program, and/or the information collection undertaken on this form, I/we can contact the Program at 403-536-4006 or email at hello@homeupgradesprogram.ca.

I/We consent to the Program Administrator, and its Contractors carrying out any necessary inquiry and to collect and use any information provided by me under this program for the purposes of administering, carrying out and evaluating the program including, without limitation, determining the eligibility to receive benefits under this program, conducting an assessment of the Property, recommending and installing energy- and water-efficient measures in the Property and conducting a quality assurance evaluation.

I/We consent to the Program Administrator's internal use of any information provided by me in this application and under this program.

I/We consent to the Program Administrator sharing of my anonymized participant information, energy usage, and home upgrade information for the purposes of program evaluation with program sponsors and partners including (but not limited to) City of Calgary and ENMAX.

I/We consent to the Program Administrator taking photos of the Property for use in print, online and video-based marketing materials, as well as other publications.

I/We consent to the Program Administrator contacting me (by phone, email, direct mail or similar method) for the purposes of program administration, implementation and evaluation and/or to provide me with further information on this or other similar conservation related programs.

Signed

By signing, I/we certify that I/we understand and agree to all of the above declarations and all terms and conditions of this application.

I/We certify that all the information provided in this Consent Form is true and complete in every respect and that any willful misstatements may cause the rejection of this application.

Owner(s)

Full Name:

Date:

Signature:

Full Name:

Date:

Signature:

Tenant(s)

Full Name: _____

Date: _____

Signature: _____

Full Name: _____

Date: _____

Signature: _____

**Kambo Energy Group Inc.
(the Program Administrator)**

Authorized Signatory: _____

Date: _____

Signature: _____

Schedule "A"

Roles and Responsibilities

THE PROGRAM ADMINISTRATOR's Roles and Responsibilities

- Pre and Post Home Assessment
- Project Management

Contractors' Roles and Responsibilities

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Schedule "B"

Scope of Work

To be updated once upgrades are scheduled. This Agreement will be updated and sent to the program participants listed above for their official records.