



RDKB HomeSmart - Terms and Conditions

1. Program Description

- 1.1. Program Summary: The RDKB HomeSmart program (the "**Program**") is a community-based energy program designed to support residents in the Regional District of Kootenay Boundary ("**RDKB**") in undertaking energy efficiency and resiliency improvements ("**Home Improvements**") to their homes.
- 1.2. Program Delivery: The RDKB may work with expert organizations and third-party contributors to support Program administration and implementation as needed.
- 1.3. Program Details: Details of the Program are subject to change without prior notice. All services and incentives provided under the Program are subject to availability of funds as determined by the RDKB in its sole discretion. The Program is expected to run from December 1, 2023 through to November 30, 2025.
- 1.4. Further Information: For information on the Program and signing up process, see homesmart.rdkb.com.

2. Program Eligibility

- 2.1. Eligibility Requirements: To be eligible for the Program, each applicant must satisfy the eligibility criteria and other requirements set out in these Terms and Conditions. All applicants must also acknowledge that they have received and reviewed these Terms and Conditions. A Participant's participation in the Program after having acknowledged its receipt and review of the Terms and Conditions will be deemed as the Participant's agreement to be bound by the Terms and Conditions.
- 2.2. Eligibility Criteria: Without limiting the generality of section 2.1, the following eligibility criteria must be met:
 - (1) The participant must be over 19 years of age.
 - (2) The participant must be the owner of a home within the geographic boundaries of the RDKB. Renters may be considered if they meet the requirements of the Province of British Columbia's Better Homes and Home Renovation Rebate Program or Income Qualified Program.
 - (3) The participant must be interested in improving the resiliency and energy efficiency of their home.

- (4) The Program applies only to the following types of homes (each a “**Premise**”):
- o single family detached dwelling;
 - o single family detached dwelling with a secondary suite that is individually metered;
 - o mobile home on a permanent foundation;
 - o side-by-side or stacked duplex or side-by-side row home or townhouse, provided each unit has its own natural gas and/or electricity meter. Utility accounts in the name of a strata corporation are not eligible.

Each Premise must have a separate Program application.

2.3. Acceptance into Program: Once an applicant’s eligibility has been confirmed, the RDKB may, at its sole discretion, confirm acceptance into the Program. Once written notification of acceptance from the RDKB has been provided to the applicant, the applicant will be considered a “**Participant**” in the Program.

3. **Participants’ Responsibility**

3.1. Compliance: Participants are responsible for meeting all Program requirements and ensuring products are installed in accordance with all applicable laws, orders, ordinances, standards, codes and other rules, licenses, and permits of all lawful authorities, and in accordance with manufacturer’s specifications.

3.2. Energy Assessments: Participants are recommended to undertake a pre-renovation EnerGuide assessment with an Energy Advisor prior to completing Home Improvements. Participants are recommended to also undertake a post-renovation energy assessment with an Energy Advisor within 90 days of completed work, or the amount of time specified by applicable rebate programs, whichever is less.

3.3. Contractor Selection: Participants are solely responsible for the selection of one or more retrofit contractors (each a “**Retrofit Contractor**”) to carry out any renovation work to a Premise. A list of Retrofit Contractors can be obtained through the Home Performance Stakeholder Council and BetterHomesBC.

3.4. Payment: Unless otherwise agreed upon, Participants are responsible for all payment arrangements with the Energy Advisor and Retrofit Contractor(s) and must be financially able to fund the Home Improvements or access financing options.

3.5. Permits and Inspections: Participants are responsible for obtaining and fulfilling the conditions of any required building, electrical, and/or gas permits or ensuring that the Retrofit Contractor(s) have done so. Participants shall further be responsible to ensure

that the installation of products or measures has been confirmed to meet applicable requirements of the British Columbia Building Code and applicable bylaws and are acceptable to inspection authorities and/or authorities having jurisdiction.

- 3.6. Rebates: Although the RDKB, through the Program, can provide guidance and support, the Participant acknowledges that it is their sole responsibility to ensure the correct and eligible products or measures are installed, and are installed by the correct installer, along with submission of required application forms if the intention is to receive an eligible rebate.
- 3.7. Information Release: The Participant agrees to provide the RDKB with any and all information relating to their involvement in the Program, including but not limited to: home improvements undertaken, specific products/equipment installed in the Property under the Program and their associated costs; quotes received from contractors; and their EnerGuide reports. The Participant also agrees to provide the RDKB access to the Participant's fuel data and electricity data collected (whether manually, digitally, or remotely) for a period of 12 months prior to and 12 months after any energy retrofits, in order to assist with evaluation of the Home Improvements and the Program.
- 3.8. Heritage Properties: In the event the Premise has heritage designation, it is the sole responsibility of the Participant to ensure compliance with any applicable bylaws and/or provincial and federal legislative and other requirements relating to heritage properties.

4. Standard Terms / General Terms & Conditions

- 4.1. Disclaimer and No Liability: The Participant acknowledges and agrees that the RDKB does not make any warranty, expressed or implied, of any products or measures that have been completed, installed, or claimed for in respect of the Program. The RDKB has no liability concerning:
 - i. the Participant's eligibility for rebates;
 - ii. the quality, safety, and/or installation of the products or measures;
 - iii. the estimated energy savings of the products or measures;
 - iv. the workmanship of any third parties;
 - v. the advice or information provided by any Energy Advisor(s), Retrofit Contractor(s) or Wildfire Mitigation Specialist; or
 - vi. any information contained in any guidance materials or other documents supplied by the RDKB in connection with the Program, including without

limitation any information and guidance materials provided on the RDKB's website: homesmart.rdkb.com.

4.2. **No Liability:** Neither the RDKB nor any entity contracted by the RDKB nor any entity providing funding to the RDKB (a "**Funding Entity**") with respect to the Program shall be liable to the Participant or any other party for:

- i. a participant's participation in the Program;
- ii. the advice or information provided by any Energy Advisor(s), Retrofit Contractor(s) or Wildfire Mitigation Specialist(s);
- iii. any information contained in any guidance materials or other documents supplied by the RDKB in connection with the Program, including without limitation any information and guidance materials provided on the RDKB's website: homesmart.rdkb.com;
- iv. a Retrofit Contractor's workmanship or failure to properly complete the Home Improvements;
- v. the failure of the Home Improvements to perform properly;
- vi. any damage to the Premise caused by a Participant, Energy Advisor or Wildfire Mitigation Specialist or Retrofit Contractor or other third party; or
- vii. any damage to property or injuries to persons (including death) caused by or arising from any activities associated with the Program.

4.3. **Indemnity:** The Participant agrees to indemnify and hold harmless the RDKB, its officials, officers, employees, agents, contractors and those for whom the RDKB is in law responsible (the "**Indemnified Parties**"), as well as any Funding Entity, from and against all losses, claims, demands, payments, damages, judgments, expense, actions, causes of action, and costs (including legal fees and disbursements) arising out of, or in consequence of:

- i. the Participant's participation in the Program;
- ii. any injury to persons (including death) or loss of or damage to property which may be or be alleged to be caused or suffered as a result of the Program, or any part thereof;
- iii. any claim, demand or action made by a third party, including but not limited to injury to person (including death) or in respect of materials or services provided by a third party or a subcontractor in connection with the Program, against any of the indemnified Parties; or
- iv. any claim, demand, or action made by a third party based upon the RDKB's provision of the Program, including without limitation, any claim in respect of materials, services or workmanship provided by an Energy Advisor, Retrofit Contractor or other third party or subcontractor.

4.4. No Representation or Warranty: The Participant acknowledges and agrees that the RDKB makes no representation or warranty concerning the:

- i. the Participant's eligibility for any rebates;
- ii. the suitability of the Program for the Participant;
- iii. any energy cost savings and resiliency associated with Home Improvements implemented. Emission and energy savings are estimates and will vary from project to project depending on individual circumstances;
- iv. the performance of any installed Home Improvements; or
- v. the quality of workmanship of any Energy Advisor or Wildfire Mitigation Specialist or Retrofit Contractor or other contractor retained by the Participant to undertake the Home Improvements.

4.5. Survival: The provisions in Sections 4.1, 4.2, 4.3 and 4.4 will survive the expiry or termination of the Program and/or the Participant's participation in the Program.

4.6. No Endorsements: The RDKB does not endorse any particular manufacturer, product/measure, Energy Advisor, Retrofit Contractor or other contractor. The fact that the names of particular manufacturers, product/measure, energy advisor or contractors may appear on Program related documentation does not constitute an endorsement. Manufacturers, products/measures, Energy Advisors, Wildfire Mitigation Specialist, Retrofit Contractors or other contractors not mentioned are not implied to be unsuitable in any way.

4.7. Amendments: The RDKB reserved the right to unilaterally amend these Terms and Conditions at any time and in its sole discretion. Any such amendments will become binding on the 30th day following delivery of notice to the Participant of the amended Terms and Conditions. Notice may be provided by email, telephone or mail, at the RDKB's discretion. If the Participant continues to participate in the Program after such date, they will be deemed to have accepted such revised Terms and Conditions and will be bound by them.

4.8. Breach of Terms and Conditions: Any breach of any requirements set out on the Program website, Program user guide, or these Terms and Conditions will void the Participant's application and/or entitle the RDKB to terminate the Participant's participation in Program.

4.9. Personal Information: The Participant acknowledges that the RDKB may collect personal information, as defined under the *Freedom of Information and Protection of*

Privacy Act, R.S.B.C. 1996, Ch. 165 (the "**FOIPPA**"), pursuant to the Project. The RDKB will only retain, use or disclose such personal information for the purposes of the Program and in accordance with the requirements of the *FOIPPA*.

- 4.10. Governing Law: The Program, including its Program Terms are governed by and interpreted in accordance with the laws of the Province of British Columbia.