



Application Form
2019 Commercial Savings by Design Program

For Integrated Design Process, Project Development and Commissioning

Please provide all the information requested in the application form. Union Gas reserves sole discretion to accept or reject any application. (Please print clearly)

Builder/Applicant Information, Project Information, Architect Contact Information, Mechanical Engineer Contact Information, Energy Modeller Contact Information, Builder/Applicant Information

By signing below, the Applicant applies for incentives available under all three components of Union Gas' Commercial Savings by Design Program (the "Program") namely: i) Integrated Design Process; ii) Energy Performance and iii) Commissioning, and acknowledges its acceptance of, and agreement to be bound by, the General Terms and Conditions of the Program as stated on the reverse.

Application Date, Applicant Name (please print), Signature I have authority to bind the Applicant

- We acknowledge that the particular project identified above is part of the aggregate projects to fulfill the 50,000 square foot requirement. We would like to participate in the Commercial Savings by Design promotional video session offered by Union Gas.

## General Terms and Conditions—Commercial Application

The following General Terms and Conditions apply to Union Gas' Commercial Savings by Design Program (the "Program"). **BY SIGNING THIS APPLICATION ON THE REVERSE SIDE, THE APPLICANT CERTIFIES THAT I) IT MEETS THE PROGRAM ELIGIBILITY REQUIREMENTS; II) THE INFORMATION SUPPLIED ON THIS APPLICATION IS TRUE AND CORRECT; III) IT HAS READ AND UNDERSTANDS THE PROGRAM DOCUMENT; AND IV) IT AGREES TO ABIDE BY THE PROGRAM RULES AND TO BE BOUND BY THE PROGRAM DOCUMENT AND THESE GENERAL TERMS AND CONDITIONS.**

1. The Program consists of three components:
  - i) Integrated Design Process ("IDP"): Under the IDP, the Applicant will participate in a series of building design team meetings to identify the optimal mix of design elements and technologies to maximize energy efficiencies. Union Gas will cover the costs associated with scheduling and holding the design team meetings as well as the professional fees charged by the design team experts up to a maximum of \$30,000. The Applicant is responsible for its own costs. This incentive has no cash value.
  - ii) Energy Performance: By designing and constructing commercial buildings to exceed the 2017 Ontario Building Code with SB-10's ("OBC") current energy performance requirements by at least 15 per cent, the Applicant may be eligible for an incentive of \$15,000.
  - iii) Commissioning: An additional incentive of \$15,000 is available to Applicants who meet the requirements for an Energy Performance incentive and who submit their final "as-built" energy model together with the final commissioning report to Union Gas.
2. In order to apply for the Program and be eligible for financial incentives, the Applicant must:
  - a) Submit a complete and fully signed Application to Union Gas;
  - b) Include natural gas as part of the final model; and
  - c) Successfully complete all three components of the Program, including designing and constructing a commercial property in the Union Gas franchise area which exceeds 15 per cent of the OBC's energy performance requirements.
3. The Applicant agrees to participate in a measurement and evaluation study for the purpose of analyzing the Program's performance and improve future Program designs. The Applicant agrees to fully cooperate with the study team if asked to participate.
4. Union Gas' offer of Incentive Payments may be withdrawn by Union Gas at any time and will be withdrawn if: a) the Applicant fails to fully participate in the IDP component of the Program including attending all meetings; b) the Applicant fails to design a new commercial property which exceeds 15 per cent of the OBC's energy performance requirement; c) the Applicant fails to complete construction of a new commercial property in the Union Gas franchise area which exceeds 15 per cent of the OBC's energy performance requirements by within 5 years of completing the IDP; or d) the Applicant otherwise fails to comply with any of these General Terms and Conditions.
5. Once the commercial property is constructed and provided the property exceeds 15 per cent of the OBC's energy performance requirements, as determined by Union Gas in its sole discretion, the Applicant will be eligible to receive an Energy Performance incentive of \$15,000.
6. Once the commercial property is constructed and provided the property exceeds 15 per cent of the OBC's energy performance requirements, as determined by Union Gas in its sole discretion, the Applicant will be eligible to receive a Commissioning incentive of \$15,000 provided the Applicant submits its final "as-built" energy model together with the final commissioning report to Union Gas within six months following completion of construction or December 31, 2022, whichever is earlier.
7. Payment of the Commissioning Incentive is subject to the Applicant providing Union Gas with the commissioning agent's report.
8. The Applicant acknowledges that as a Applicant in the Program, it will be exchanging or developing ideas with, and be provided with information from, employees or contractors of Union Gas (the "Information"). Union Gas hereby grants you a non-exclusive, royalty-free, non-transferable license to use any Information owned, licensed, or disclosed by Union Gas and the permission to disclose and share such Information freely with others. You acknowledge and agree that the Information is provided to you on an "as is" basis, and all representations, warranties, and conditions, whether express or implied, with regard to the Information are hereby expressly disclaimed. You acknowledge and agree that you bear all risks associated with your use of the Information, and Union Gas will in no way be liable to anyone in any manner whatsoever for your use of the Information, including, without limitation, infringement of any third party intellectual property rights.
9. The Applicant acknowledges that participation in this Program is limited and is on a first-come, first-served basis. Union Gas has the right to refuse an application or to cancel the Program or any part thereof at any time without notice.
10. The Applicant shall permit Union Gas to identify the Applicant's facility as a "Commercial Savings by Design Energy Efficiency Program Applicant" and to permit Union Gas to identify the Applicant in its marketing and communications related to the Program.
11. The Applicant acknowledges that Union Gas shall not be responsible for the Applicant's tax consequences resulting from the payment of any incentive payment.
12. Upon request and with reasonable notice, the Applicant agrees to provide authorized representatives of Union Gas with access to the commercial property and with required information or data relating to the Program for the purposes of the Application and these General Terms and Conditions.
13. **THE APPLICANT BEARS THE ENTIRE RISK OF LIABILITY, LOSS, DAMAGES, COSTS AND EXPENSES WHICH IT MAY SUFFER, SUSTAIN OR INCUR AS A RESULT OF PARTICIPATION IN THE PROGRAM. THE APPLICANT ACKNOWLEDGES THAT UNION GAS DOES NOT GUARANTEE THAT PARTICIPATION IN THE PROGRAM WILL RESULT IN ANY ENERGY SAVINGS OR QUALIFY FOR AN INCENTIVE PAYMENT. THE APPLICANT SHALL INDEMNIFY AND SAVE HARMLESS UNION GAS, ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES AGAINST ANY CLAIM OR LIABILITY ARISING AS A RESULT OF OR FROM OR BASED ON THE PARTICIPATION IN THIS PROGRAM OR THE VIOLATION OF ANY APPLICABLE LAWS, WHETHER BY THE APPLICANT, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, REPRESENTATIVES OR AGENTS.**
14. Union Gas and the Applicant acknowledge and agree that they are independent of one another, and these General Terms and Conditions do not give either of them the right to bind the other to any obligation, or to assume or to incur any obligation on behalf of the other. Nothing in these General Terms and Conditions shall be interpreted so as to make either the Applicant or Union Gas a partner, joint venture, employee, agent or other representative of the other for any purpose.
15. The Application and these General Terms and Conditions shall constitute the entire agreement and understanding between the Applicant and Union Gas and supersedes all previous agreements and understandings between them related to the subject matter hereof. Except as otherwise provided in the Application or these General Terms and Conditions, neither the Applicant or Union Gas is relying on any representation, warranty, conditions, inducement, promise or other assurance (express or implied) which may have been made previously by the other or by anyone else concerning the subject matter hereof. These General Terms and Conditions will be binding upon and ensue to the benefit of the parties, and/or their respective successors and assigns.
16. A minimum threshold of 50,000 square feet or aggregate "same construction" projects built within the program time requirement that equal 50,000 square feet or more. For example banks, schools, and retail buildings. Building(s) must be within the Union Gas Distribution service area.
17. If qualifying through the use of multiple "same construction" projects, a minimum of 75 per cent of the aggregate projects' square footage must be constructed within the Union Gas franchise area. Only the percentage of sq. ft. that is constructed within the Union Gas franchise area is available for the incentive.