

Please ensure you provide all the required information before submitting your application. All sections must be completed and submitted to Pacific Northern Gas to be eligible for participation. Incomplete applications will not be processed until all information has been received. (Please see Terms and Conditions for full details.)

1. Participant Information (Please print clearly. Retain a copy for your records.)			
PNG Account No:			
Participant's Legal Name:	Contact Name:	Title:	
Street Address:	Town/City:	Province:	Postal Code:
Email:	Contact Phone No.:		

2. Commercial Kitchen Information			
Building Address:	Town/City:	Province:	Postal Code:
Building Type: <input type="checkbox"/> Existing Structure <input type="checkbox"/> New Construction	Water Heat Type: <input type="checkbox"/> Natural Gas <input type="checkbox"/> Electricity <input type="checkbox"/> Other	Approx. Year Built:	Approx. Square Footage:
Business Type: <input type="checkbox"/> Food Service <input type="checkbox"/> Education <input type="checkbox"/> Health <input type="checkbox"/> Retail <input type="checkbox"/> Hospitality / Lodging <input type="checkbox"/> Government <input type="checkbox"/> Other			
Existing spray valve information: Manufacturer: Flow rate:	Number of replacement Pre-Rinse Spray Valves needed/installed:	Number of kitchen aerators needed/installed:	Number of bathroom aerators needed/installed:

3. Participant Declaration			
<p>By signing where indicated below, I, the Participant declare that:</p> <ul style="list-style-type: none"> <li>All of the information provided to PNG is true, complete and correct to the best of my knowledge.</li> <li>I have read, fully understand, and agree to abide by, the Commercial Efficient Kitchens Program Terms and Conditions.</li> <li>I am an Eligible Participant as defined in the Commercial Efficient Kitchens Program Terms and Conditions.</li> <li>My participation in the Commercial Efficient Kitchens Program is based upon my own assessment of the Program and not on any reliance on anticipated or projected results, and that my participation may not result in the achievement of any natural gas savings or water savings.</li> <li>I acknowledge that the products initialed on this form have been installed. The products removed will be recycled or disposed of and may not be able to be reinstalled. PNG makes no warranties, expressed or implied, and PNG disclaims and negates all other warranties, including without limitation, implied or conditions of merchantability, and fitness for a particular purpose.</li> </ul> <p>By signing where indicated below, I, the Participant understand that:</p> <ul style="list-style-type: none"> <li>Ecofitt will replace any defective products installed in your home for one (1) year after the time of installation. After one (1) year, individual manufacturer warranties will be honored. Please see the information provided with the installed products for further details.</li> <li>Personal information is being collected under the authority of the Freedom of Information and Protection of Privacy (FOIP) Act – Section 33(c) and is managed in accordance with Part 2 of the FOIP Act for the Government of British Columbia. The personal information collected will be used to track and verify installation services. PNG may share this information with contractors and program partners to track and update customer accounts. In aggregate, optional information collected may be used for the development of future PNG programming. Personal information will not be used or disclosed for any other purpose than stated, without written consent or unless required to do so by law. If you have any questions about the collection and use of this information, please contact PNG at 1-800-667-2297.</li> </ul> <p><input type="checkbox"/> I agree to receive emails from PNG containing news, updates and promotions regarding PNG's products, services, programs and associated business opportunities. You may withdraw your consent to receive such emails from PNG at any time. Please refer to our <a href="https://www.png.ca/privacy-policy/">Privacy Policy</a> on our website at <a href="https://www.png.ca/privacy-policy/">https://www.png.ca/privacy-policy/</a> or call us at 1-800-667-2297 for more information.</p>			
Participant's name (please print)	Participant's title	Participant's signature	Date (YYYY/MM/DD)
Send applications to: <a href="mailto:commercialrebates@png.ca">commercialrebates@png.ca</a>		Questions? Call 1-800-667-2297 or Email <a href="mailto:savingenergy@png.ca">savingenergy@png.ca</a>	
Note: If you cannot forward your application documents via email please contact PNG at the above phone number to arrange an alternate method of delivery.			

# Commercial Efficient Kitchens Program Terms and Conditions

## 1. OVERVIEW

The Commercial Efficient Kitchens Program (the “**Program**”) offered by Pacific Northern Gas Ltd. and Pacific Northern Gas (N.E.) Ltd. (collectively “**PNG**”) is designed to reduce natural gas consumption, greenhouse gas (“**GHG**”) emissions and associated operating costs in commercial kitchens. A free energy assessment and the installation of one or more of pre-rinse spray valves, kitchen faucet aerators, and bathroom faucet aerators (collectively: “**Energy Saving Products and Services**”) is provided to Eligible Participants.

**THE PROGRAM BEGINS JUNE 1ST, 2021 AND ENDS ON THE DATE ON WHICH FUNDING AVAILABLE FOR THE PROGRAM HAS BEEN FULLY ALLOCATED.**

## 2. DEFINITIONS

- 2.1. **Participant** means a PNG customer who has applied to the Program.
- 2.2. **Eligible Participant** means a Participant who meets all the requirements of section 3.
- 2.3. **Property Owner** means a legal person who holds registered title to the building or facility that is the subject of an application to the Program. PNG, in its sole discretion may request the Property Owner to provide proof of such registered title.
- 2.4. **Long-term Lease Holder** means a legal person who occupies the building or facility that is subject of an application to the Program, under a commercial lease with a term of 120 months or more, with an option to renew for at least a further 60 months, which lease will continue for at least 36 months prior to expiry at the time of the application.
- 2.5. **Program Administrator** means a legal person administering the Program on behalf of PNG.

## 3. ELIGIBILITY CRITERIA

- 3.1. Participants must receive natural gas or piped propane service from PNG under any rate schedule EXCEPT RS1.
- 3.2. Participants must be a Property Owner or Long-term Lease Holder of an existing building.
- 3.3. The building or facility where the Energy Saving Products and Services are installed and performed must be located within the PNG service territories.

## 4. REPRESENTATIONS AND WARRANTIES

- 4.1. **The Participant represents, warrants, acknowledges and agrees that:**
  - 4.1.1. The Participant or the Participant’s authorized representative has read all the eligibility criteria as set forth in these Terms and Conditions (the “**Eligibility Criteria**”) and the Participant fully meets all such criteria to participate in the Program set out;
  - 4.1.2. All information submitted by the Participant to PNG pursuant to application to the Program and otherwise communicated to PNG with respect to the Program are true and correct.

## 5. ADDITIONAL TERMS AND CONDITIONS

- 5.1. **PNG is not responsible for lost, delayed, damaged, illegible or incomplete applications.**
- 5.2. **PNG reserves the right to refuse applications which it determines, in its sole discretion, are incomplete, inaccurate, or otherwise do not meet the Eligibility Criteria.**
- 5.3. PNG reserves the right to limit the number of Energy Saving Products and Services it provides under the Program.
- 5.4. PNG reserves the right to refuse to provide Energy Saving Products and Services at any time and for any reason including when it determines, in its sole discretion, that conditions are unsafe, or would not result in energy savings.
- 5.5. PNG may amend, modify, or terminate this Program and these Terms and Conditions at any time based on funding limitations or for any other reason, without notice.
- 5.6. PNG’s decisions relating to the Program, including without limitation product acceptability, customer eligibility and amount of any rebates, shall be final and binding and not subject to appeal.
- 5.7. All environmental credits that may result from these energy efficient devices and products are the property of PNG.
- 5.8. THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF PNG, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING ANY MATTER, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, WORKMANSHIP, SAFETY, LEGAL COMPLIANCE, OR FITNESS FOR A PARTICULAR PURPOSE.
- 5.9. THE PARTICIPANT DOES HEREBY INDEMNIFY AND SAVE HARMLESS PNG AND ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM ALL LIABILITY, DAMAGES, CLAIMS, DEMANDS, EXPENSES AND COSTS FOR CLAIMS, COSTS FOR INJURY OR DEATH OF ANY PERSON, DAMAGE TO OR DESTRUCTION OF PROPERTY, AND ALL ECONOMIC LOSS SUFFERED BY ANY PERSON ARISING FROM OR OCCURRING BY REASON OF THE PROGRAM, RECEIPT OF REBATE(S) OR ACTUAL OR ALLEGED PREPARATION OR INSTALLATION OR USE OF THE ENERGY SAVING PRODUCTS AND SERVICES.

- 5.10. The Participant is responsible for complying with all applicable laws, regulations and bylaws regarding permits, codes, restrictions and inspections in relation to any product or equipment installed for this Program.
- 5.11. The Participant does hereby agree to allow PNG to publish the Participant’s business name, a general description of the project and resulting energy performance and payback period for the purpose of promoting the Program.
- 5.12. The Participant further agrees not to use the PNG name or any of its trademarks or logos without the express written consent of same, such approval not to be unreasonably withheld.
- 5.13. For the purposes of this Program and these Terms and Conditions, “**Participant Information**” means all information disclosed by the Participant in any Program application materials, as well as any data respecting billing, energy use and consumption, and, if applicable, relevant data and/or sub-metered gas data, at the building or facility which is the subject of application to the Program. By applying for this Program, the Participant acknowledges that and hereby consents to allow PNG to:
  - 5.13.1. Collect and use the Participant Information for the purposes of processing, administering, and evaluating the Program and developing other PNG energy-efficiency programs;
  - 5.13.2. Contact the Participant in the future to review the effectiveness of the Program, which may include surveys;
  - 5.13.3. Retrieve the Participant’s billing, energy use and consumption information from the PNG customer account database for a period beginning one year prior to the Participant’s application to the Program, and ending one year after the Participant’s application to the Program, for the purposes of analyzing consumption behavior and energy savings attributable to the Program;
  - 5.13.4. Disclose the Participant Information, Program application, all supporting documentation, and any other information pertaining to the Program application in the possession of PNG to the Program Administrator who will review and approve or decline the Program application on behalf of PNG; and
  - 5.13.5. Disclose Participant Information amongst PNG and evaluation service contractors for the purposes of administering and evaluating this Program and developing other PNG energy-efficiency programs.
- 5.14. **IN NO EVENT WILL PNG BE LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PARTICIPATION IN THE PROGRAM.**
- 5.15. **THE PARTICIPANT AGREES TO WAIVE ANY RIGHT THE PARTICIPANT MAY HAVE TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION AGAINST PNG RELATED TO ANY CLAIM WHERE SUCH WAIVER IS PERMITTED. WHERE APPLICABLE, THE PARTICIPANT ALSO AGREES TO OPT OUT OF ANY CLASS PROCEEDINGS AGAINST PNG.**
- 5.16. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and not invalidate or render unenforceable the remainder of these Terms and Conditions. In this event, such provision shall be changed and interpreted so as to best accomplish the objectives of such invalid or unenforceable provision within the limits of applicable law.
- 5.17. The validity, interpretation, construction and performance of these Terms and Conditions shall be governed by the laws in force in the Province of British Columbia (without reference to any conflict of law principles that might result in the application of the laws of another jurisdiction). The competent courts in the Province of British Columbia shall have the exclusive jurisdiction over all disputes relating to these Terms and Conditions. Each of the parties hereto irrevocably attorns and consents to the jurisdiction of such courts.

## 6. CONTACT INFORMATION

Any questions? Please contact us at the email and phone number below.

Email: [savingenergy@png.ca](mailto:savingenergy@png.ca)

Toll-free: 1-800-667-2297

Please send completed applications to:

[commercialrebates@png.ca](mailto:commercialrebates@png.ca)

Note: If you cannot forward your application documents via email, please contact PNG at the phone number above to arrange an alternate method of delivery.