

CLIENT AGREEMENT v5.0

File #: **4M**

Registration #:

HST#:

Home/Property owner / ("Homeowner"): _____	
Designated Company Representative	
Address: _____	City: _____
Prov.: _____	Postal Code: _____
Phone #: _____	Cell #: _____
Email Address: _____	Gas Account #: _____
Property Tax Roll #: _____	

Energy Assessment: \$ _____	HST (13%): \$ _____	<input type="checkbox"/> PAID
Travel Fee: \$ _____	Total: \$ _____	
(_____): \$ _____	Payment Method:	
Subtotal: \$ _____		

- **Double Dipping:** receiving incentives for the same upgrade(s) from different incentive programs may not be allowed.
- **Final Energy Assessment** must be completed within 120 days from the date of the initial home energy assessment. It is the Homeowner's responsibility to book the final home energy assessment.
- **ENERGY STAR proof** must be provided by the Homeowner for all windows & doors.
- **Homeowner** is responsible for ensuring rebate eligibility, supplying required documents, meeting criteria and deadlines. Copies of paid receipts/rental or lease agreements are required for the final energy evaluation.

**This Client Agreement is between and amongst the Homeowner and the Energy Advisor specified below.
Your Energy Advisor holds a Registration License with Natural Resources Canada ("NRCan").
Energy Advisors are required to process your files with a Service Organization ("SO") licensed by NRCan.
BuyWise Consulting Inc., O/A NRGwise Consulting ("NRGwise") is a NRCan licensed SO.**

Notice to Homeowner & Consent to Disclose Personal Information

Your house has been examined by a qualified energy advisor based on standard conditions. The energy efficiency evaluation report represents the advisor's best judgment, given the information available at the time of the evaluation.

The purpose of this residential energy evaluation is to assess the energy efficiency of your house; it is not meant to replace a full house inspection. Natural Resources Canada ("NRCan") makes no warranty, expressed or implied, with respect to the energy consumption figures or energy efficiency recommendations included in this evaluation. Actual energy consumption and costs depend on a host of factors beyond the control of NRCan.

NRCan promotes the use of energy-efficient equipment bearing the ENERGY STAR® symbol and the use of trained personnel in the completion of energy upgrades. NRCan does not endorse the services of any contractor nor any specific product, and accepts no liability in the selection of materials, products, contractors or performance of workmanship.

By signing below, you acknowledge that you have read this notice and that you consent to the collection and disclosure of personal information between NRCan, the service organization and your energy advisor, for the sole purpose of administering your file. You authorize all information (including photos) collected about your house during the energy evaluation to be supplied to NRCan for the purposes of statistical analysis and quality assurance. You also agree to the transfer of this information to provincial, territorial, municipal and utility partners, for the purposes of the administration of an incentive program for improvements to residential energy efficiency, knowing that these provincial, territorial, municipal and utility partners must safeguard information according to the applicable privacy legislation. You may be contacted by a representative of NRCan during the course of processing your file or should any quality assurance assessments of the program be undertaken.

CLIENT AGREEMENT

Terms & Conditions

Homeowner hereby authorizes the energy advisor ("ER") to conduct an energy assessment ("Assessment") at the property listed above, on the following terms and conditions.

Purpose of Assessment: to educate the Homeowner as to the energy efficiency of your home. This is not a home inspection, a Building Code inspection, or a by-law compliance investigation. EA will give no opinion concerning manufacturer's specifications, or inspections of items governed by regulated authorities.

Exclusions: EA will not dismantle any system, item or equipment, inspect for environmental concerns such as hazardous substances or gases, including but not limited to, radon gas, asbestos, lead, carbon monoxide or formaldehyde (UFFI), conduct a water analysis or inspect for fungi, insects, rodents, pests or other animals.

Consent: Homeowner consents to the collection and use of their email address, phone # and address for the delivery of reports, labels, newsletters as well as other communications from EA or NRGwise.

Photo Consent: Homeowner consents to the taking of photographs within and on the exterior of the house as part of the Assessment.

Referral Fee: Homeowner acknowledges that EA may pay or receive compensation to or from contractors for energy assessment leads and/or other services.

Limitation on Liability: EA shall not be held responsible or liable for any property damage or consequential damage, or bodily injury of any nature. The liability of EA shall in any event be limited to the fee paid by you for the Assessment. In the event that EA is found to have been negligent in performing the evaluation or with respect to any other claim by you or your representative against EA, in relation to the services provided hereunder, you agree to indemnify, defend and hold harmless, EA, for any third party claim related to the services provided hereunder.

Pilot Lights: It is understood that as part of the Assessment, that the pilot light of appliances may be extinguished and that the cost to have the pilots reignited is the responsibility of the Homeowner. EA is not responsible to relight extinguished pilot lights.

Dispute Resolution: You shall give written notice to EA of any dispute or complaint arising with respect to this agreement including services to you hereunder. If your complaint or dispute is not resolved by EA within thirty (30) days of receiving such notice, you agree to submit your claim to final and binding arbitration before a professional arbitrator to be chosen and arbitrated in accordance with the *Arbitration Act (Ontario)*. If you fail to file a claim with such an arbitrator within one (1) year of the date of the Report, you agree that your failure to do so releases EA from any further liability to you with respect to the services provided hereunder. This agreement shall be governed by the laws of the Province of Ontario.

Payment: Homeowner shall pay to EA the amount indicated on page one, in connection with the services hereunder. Interest of 1.5 % per month will be charged on all overdue accounts. A processing fee of **\$45** is charged on all payments returned NSF. You agree to pay all legal and time expenses incurred in collecting due payments.

Severability and Entire Agreement: This document constitutes the entire agreement between the Homeowner and EA and supersedes any and all prior representations, discussions, or agreements, whether written or oral. No amendment, change or variance from this agreement shall be binding on any party hereunder unless mutually agreed to in writing and signed by all parties. The invalidity or unenforceability of any provision in this agreement shall not affect or impair the validity or enforceability or any other provision thereof.

Confidential: The reports will be prepared by EA, on your behalf for your use and the use of NRCan and NRGwise. The Report and any other information provided to you pursuant to this agreement, in whole or in part, may not be used by, released to, or relied upon by any other person or entity without the prior written permission of EA.

Homeowner Signature: _____ **Date:** _____

Energy Advisor Signature: _____ **Date:** _____

Energy Advisor Name: _____ **Phone:** 519-914-5472 _____