

# Heat Pump Assistance Program Participant Agreement

## Participant Agreement and Landlord Consent Information



### Submission instructions

Please complete all required fields in this Participant Agreement and email a signed copy to [heatpumpassistance@torontohydro.com](mailto:heatpumpassistance@torontohydro.com).

### Program overview

Toronto Hydro's Heat Pump Assistance Program ("Program") helps eligible households transition to a more environmentally friendly heating and cooling option by providing electric heat pumps to homes currently using natural gas systems. As a participant in the Program, you will be randomly assigned to a study group as part of a research study conducted by Toronto Hydro and CLEAResult Canada Inc. (the "Program Operators") and their co-researchers in exchange for active monitoring of your energy usage data for the length of the study (the "Study"). Depending on your placement, you will either:

- Receive a cold-climate air source heat pump (ccASHP) or hybrid heating system (ccASHP with natural gas back-up) and air quality monitoring device **immediately** after registration and acceptance into the Program; or
- Receive a ccASHP or hybrid heating system and air quality monitoring device **one year** after acceptance into the Program (together, a. and b. form the "Study Groups").

Please note that assignment to a Study Group is random and you will not be able to choose your placement. This randomized approach is essential to maintaining the Study's rigour, integrity and fairness, promoting high quality research outcomes that are scientifically valid.

For more information, please visit [torontohydro.com/heatpumpassistance](https://torontohydro.com/heatpumpassistance).

### Participant agreement

**Please fill out the "Participant Agreement" section if you are the property owner living at the address or a tenant. Note: If you are a tenant, the property owner (e.g., your landlord) will need to fill out the "Landlord Consent" section.**

I, \_\_\_\_\_ ("Participant"), as the property owner and/or tenant of the property located at the municipal address \_\_\_\_\_ ("Property") in Toronto, Ontario, hereby agree to participate in Toronto Hydro-Electric System Limited's ("Toronto Hydro") Heat Pump Assistance Program ("Program"). I acknowledge that CLEAResult Canada Inc. is acting as Toronto Hydro's company under contract for the delivery of the Program.

### Landlord consent (if applicable)

**Please fill out this section if you are the property owner and landlord providing consent for your tenant to participate in the Program.**

I, \_\_\_\_\_ ("Landlord"), as the owner of the Property, hereby consent to my tenant, the Participant, participating in Toronto Hydro-Electric System Limited's ("Toronto Hydro") Heat Pump Assistance Program ("Program"). I acknowledge that CLEAResult Canada Inc. is acting as Toronto Hydro's company under contract for the delivery of the Program.

## Terms and conditions

By signing this form, you acknowledge and confirm your commitment to the Study and, in accordance with section vii. of these terms and conditions, understand and consent to the collection, analysis and sharing of Program information (as defined in more detail below).

By signing and submitting this Participant Agreement, I acknowledge, agree, represent and warrant the following:

- i. **Understanding the agreement:** I have read and understood this Participant Agreement.
- ii. **Consent to installations:** The Program Operators may install any products, devices and other equipment related to the Program/Study (collectively referred to as “Installations”) at the Property, free of charge. With the exception of Study air quality monitors defined in section iv. below, the Installations are conveyed by Toronto Hydro to me on an as-is-where-is basis and no representation or warranty, either express or implied, has been given or is given by the Program Operators concerning the Installations, including with respect to the quality or any fitness for use of the Installations. I acknowledge and confirm that the Program Operators shall have no liability or obligation of any kind with respect to the Installations. Notwithstanding anything to the contrary in this Participant Agreement, if a manufacturers’ warranty is available for the Installations, Toronto Hydro may, at its sole discretion, transfer such manufacturer’s warranty to me.
- iii. **Discretion to refuse installation:** The Program Operators may refuse to provide any Installations at any time and for any reason, in the Program Operator’s sole discretion, including if it is determined by the Program Operators that conditions at the Property prevent safe installation of the Installations. THE PROGRAM OPERATORS SHALL DETERMINE, AT THEIR SOLE DISCRETION, WHICH INSTALLATIONS ARE ELIGIBLE FOR INSTALLATION AT THE PROPERTY.
- iv. **Air quality monitors:** The Program Operators may install Study air quality monitors at the Property. Such Study air quality monitors are on loan to me from Toronto Hydro and Toronto Hydro is the rightful owner of the aforementioned Study air quality monitors.
- v. **Reliable Wi-Fi internet connection:** The Participant shall make available for the Program Operators’ use, a Wi-Fi internet connection at the Property that is stable, secure and reliable (the “reliable Wi-Fi internet connection”). The reliable Wi-Fi internet connection is required for the proper functioning of the Study air quality monitor. The Study air quality monitor relies on continuous connection to the internet to operate effectively and transmit data back to the Program Operators for the purpose of the Study. An unstable, unsecure and unreliable Wi-Fi internet connection may result in the Study air quality monitor malfunctioning, data loss or inaccurate readings for the purpose of the Study. Participants are responsible for ensuring that their Wi-Fi internet connection is sufficient for the proper functioning of the Study air quality monitor.
- vi. **Reporting issues:** If it comes to my attention that any Installations or any Study air quality monitor installed at the Property are not in good working condition and repair, I will notify the Program Operators by emailing [heatpumpassistance@torontohydro.com](mailto:heatpumpassistance@torontohydro.com) as soon as is practicable. I will not remove, uninstall or otherwise interfere with the proper functioning of any Installation, including the Study air quality monitors, without Toronto Hydro’s prior written consent.
- vii. **Access:** The Participant must provide unimpeded, unobstructed, safe, secure access to the Property for the Program Operators, at all times for the purpose of installing, inspecting, testing, reading, operating, replacing, removing, or maintaining the Installations and Study air quality monitors. For clarity, the Program Operators shall have access to the Property in accordance with Section 40 of the *Electricity Act, 1998*. The Program Operators will coordinate with the Participant to schedule a mutually convenient time for access.
- viii. **Verification of information:** The Program Operators may, at any time, verify the representations and warranties made by me to the Program Operators and I understand that any willful dishonesty may result in termination of my participation in the Program/Study.
- ix. **Privacy protection:** Toronto Hydro is committed to protecting the personal information in its custody or control in accordance with applicable privacy laws and Toronto Hydro’s Privacy Policy, incorporated herein by reference. I may access Toronto Hydro’s Privacy Policy at [torontohydro.com/privacypolicy](https://torontohydro.com/privacypolicy). Notwithstanding anything to the contrary in this Participant Agreement, I understand and agree that once the Participant Information has been provided to third parties, such as those described in section vii., Toronto Hydro will have no control over and no responsibility for the third parties’ use of the Participant Information. Toronto Hydro shall not be responsible for monitoring or taking any steps to ensure third parties are maintaining the confidentiality of Participant Information or are using the Participant Information as intended by me. For clarity, if there is any conflict or inconsistency between the use of my Participant Information and the privacy provisions of this Participant Agreement and Toronto Hydro’s Privacy Policy, Toronto Hydro shall have the sole discretion to determine the resolution of such conflict or inconsistency, and Toronto Hydro’s decision shall be final and binding.

## Terms and conditions (continued)

- x. **Use of my information:** The Program Operators may collect, use, disclose or otherwise handle any information I provide, including information collected by the Installations, the Green Button *Connect My Data*® (“CMD”) and *Download My Data*® (“DMD”) applications (“the Green Button™ Functionality”) and any and all reports, data, personal information, records showing historical energy use and consumption, and other information (collectively with the Green Button™ Functionality, the “Participant Information”) for purposes relating to the operation, administration or assessment of the Program/Study, any initiative thereof and in connection with any reporting activities relating to the Program/Study, which shall include, without limitation: (a) sharing of Participant Information among the Program Operators and research collaborators, such as the University of Ottawa and the University of Calgary; (b) use by the Program Operators and research collaborators of the Participant Information to conduct the Study, to analyze and report on the Study results, including in academic journals, as well as for the purposes of creating surveys and modifying the Program/Study based on such surveys; (c) disclosure to the City of Toronto and Toronto Hydro’s regulators, such as the Ontario Energy Board, the Independent Electricity System Operator, the Electrical Safety Authority and the Ontario Ministry of Energy & Electrification or their respective successors; and (d) Toronto Hydro’s internal and external business purposes, including providing decarbonization and electrification support.
- xi. **Program communications:** The Program Operators may contact me in connection with the Program/Study, including for the purposes of proper administration, monitoring and verification of Participant Information and I will provide reasonable access to my records and the Property for such purposes.
- xii. **Termination:** TORONTO HYDRO MAY TERMINATE MY PARTICIPATION IN THE PROGRAM/STUDY, AS WELL AS THE PROGRAM/STUDY ITSELF, AT ANY TIME AND AT ITS SOLE DISCRETION, WITHOUT ANY LIABILITY.
- xiii. **Limitation of liability and no warranty:** Toronto Hydro is not liable for any injury, damage or loss to persons or property, including but not limited to injury, damage or loss arising out of the installation of the Installations at the Property, the collection and/or use of Participant Information and any economic loss, loss of goodwill, loss of profit or any direct, indirect, special or consequential damages, and any costs, losses, expenses, fines, liabilities, obligations, actions, causes of action, suits, proceedings, debts, penalties and demands of any nature or kind whatsoever, from or related to the Program/Study or otherwise, or from any actions, omissions, negligence or misconduct by Toronto Hydro or its representatives in connection with the Program/Study. The Program Operators expressly disclaim any and all warranties, representations, undertakings or guarantees (express or implied) in connection with the Program/Study, including, but not limited to, any warranties or guarantees of reliability, quality or fitness for a specific purpose. By way of example, and not of limitation, the Program Operators make no representations or warranties of the fitness of the Installations for a particular purpose.
- xiv. **Survival:** Any limitation of liability and indemnity in this Participant Agreement shall survive termination of this Participant Agreement.

## Participant information

Full name	
Phone number	
Email address	
Mailing address	

Participant signature: \_\_\_\_\_

## Landlord information (if applicable)

Full name	
Phone number	
Email address	
Mailing address	

Landlord signature: \_\_\_\_\_