

This Agreement made between:

Manitoba Hydro

- and -

Name of Business: _____

Business Address: _____

Contact Person: _____

Telephone No.: _____ Cell No.: _____

Fax No.: _____

Whereas:

1. Manitoba Hydro has developed a program called the Registered Electrical Contractor's Program (the "RECP") whereby electrical contractors can attain status, recognized and acknowledged by Manitoba Hydro, as a Registered Contractor under the RECP by entering into this Agreement with Manitoba Hydro.
2. Manitoba Hydro, wishes to provide recognition and reward to Registered Contractors of the RECP who, amongst other things, maintain a history of safe electrical installations, quality workmanship, and an adequate level of insurance and credit, by reducing fees payable for residential electrical permits and Electrical Code Update Seminars.
3. The Registered Contractor shall pay to Manitoba Hydro an initial registration fee of one hundred and fifty dollars (\$150.00) and thereafter an annual renewal fee of one hundred and fifty dollars (\$150.00) payable by January 1 to maintain its status in the RECP. Non-Payment will result in the immediate revocation of the Registered Contractor's status.

Now therefore for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. The Registered Contractor agrees to participate in Manitoba Hydro's RECP (as provided for in the Manitoba Electrical Code) as may be amended from time to time.
2. The Registered Contractor understands and agrees to the terms and conditions of the RECP as established by the Chief Electrical Inspector of Manitoba Hydro, attached as Schedule "A" hereto, **and forming an integral part of this Agreement.**

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED TO THIS AGREEMENT, INCLUDING SCHEDULE "A" HERETO.

Registered Contractor

Manitoba Hydro

Authorized Signing Representative

Authorized Signing Representative

Name and position (print): _____

Date: _____

Date: _____

Personal information requested in this form is collected for the purposes of administering Manitoba Hydro's RECP as authorized by section 36(1)(b) of *The Freedom of Information and Protection of Privacy Act*. For inquiries concerning the collection of personal information contained in this form, please contact:

The Office of the Chief Electrical Inspector
1315 Notre Dame Ave
Winnipeg, Manitoba R3C 2P4
Fax: (204)927-9408

SCHEDULE "A"
MANITOBA HYDRO
REGISTERED ELECTRICAL CONTRACTOR PROGRAM (the "RECP")

Terms and Conditions

1. **Minimum Number of Licensed Electricians.** The Registered Contractor shall consist of or employ at least one (1) Licensed Electrician who holds either a valid "H" Journeyman Electrical License or a "J" Limited Construction License, proof of which shall be provided with this Agreement, and whose status as such is in good standing with Manitoba Hydro.
2. **Liability Insurance.** The Registered Contractor shall purchase and maintain commercial general liability insurance having a minimum limit of liability of \$2 million inclusive per occurrence for bodily injury, death and damage to property. The policy shall include a non-owned automobile extension. The Registered Contractor shall provide Manitoba Hydro with a certified copy of such insurance policy and all renewals of the policy. The policy shall be endorsed to provide Manitoba Hydro with not less than 30 days written notice in advance of cancellation, change or amendment restricting coverage.
3. **Payment of Electrical Permit Fees.** The Registered Contractor agrees to enroll and participate in Manitoba Hydro's Merchandise Account billing system (also sometimes referred to as Manitoba Hydro's 30 day billing system) for the payment of electrical permit fees. Proof of such enrollment shall be provided with this Agreement.
4. **Performance of Work.** In accordance with Electrical Inspection Bulletin #1, The Registered Contractor shall obtain all necessary permits prior to commencing its work and shall notify Manitoba Hydro's Electrical Inspection Department for all rough-in and service and final inspections, and for final inspections prior to occupancy. Electrical services **in excess** of 200 Amps require drawings. The Registered Contractor shall complete inspection reports diligently and in a timely manner.
5. **Declaration.** The Registered Contractor agrees to provide a written declaration for each electrical installation in the form attached hereto as "Registered Contractor's Declaration of Compliance".
6. **Revisions to Program Procedures.** The Registered Contractor acknowledges that Manitoba Hydro has the right to revise the terms and conditions of the RECP from time to time upon 60 days written notice to the Registered Contractor who shall be deemed to have agreed to and accepted such changes unless the Registered Contractor terminates participation in the RECP in accordance with this Agreement.
7. **Education.** Where, in Manitoba Hydro's discretion, Manitoba Hydro determines that a Registered Contractor, or any employees or agents thereof, require additional training or education in order to maintain their registered status under the RECP, including but not limited to Manitoba Electrical Code and technical update seminars, Manitoba Hydro may direct the Registered Contractor and any number of its employees or agents to participate in a Manitoba Hydro recognized educational training at the Registered Contractor's expense. In addition, Manitoba Hydro may require all Registered Contractors to participate in training sessions introducing updates or changes to the Manitoba Electrical Code.
8. **Liability and Indemnity.** Manitoba Hydro assumes no liability with respect to any work performed by the Registered Contractor or any employees or agents thereof, or for any loss, damage, or injury to third parties caused by the Registered Contractor or its employees or agents, and the Registered Contractor agrees to indemnify Manitoba Hydro from and against any and all losses, costs, damages and expenses which Manitoba Hydro may incur or be put to, for or caused by or arising out of faulty work or workmanship, negligence, or wilful misconduct of the Registered Contractor or its employees or agents, or for failure of the Registered Contractor to comply with any of the terms and conditions of this Agreement.
9. **Revocation of Registration.** In the event that the Registered Contractor (i) fails to pay any electrical permit fees when due, (ii) becomes bankrupt or insolvent, or (iii) breaches any other term or condition of this Agreement, the Registered Contractor shall at the option of Manitoba Hydro be immediately suspended from maintaining status as a Registered Contractor, and if the Registered Contractor fails to remedy same to the satisfaction of Manitoba Hydro within ten (10) days of the receipt of written notice from Manitoba Hydro, Manitoba Hydro may, in addition to any other rights or remedies available at law, immediately and without prior or any notice to the Registered Contractor, revoke the Registered Contractor's status under the RECP, notify any affected customers of such revocation and terminate this Agreement. In the event of such revocation of status, no registration refund whatsoever will be provided to the Registered Contractor.
10. **Termination of Agreement/Program.** Notwithstanding any other provision herein including the preceding paragraph, and in addition to any other rights contained herein, this Agreement may be terminated at any time by either party upon 60 days notice in writing to the other party.
11. **Miscellaneous.** Any notice or other communication to be given by either party to the other shall be in writing and either delivered or sent by regular prepaid mail, and in the latter case shall be deemed to have been received 7 days following the date upon which it was mailed, to the address of each party as previously designated in this Agreement. The Registered Contractor shall not assign its rights or obligations under this Agreement without the prior written consent of Manitoba Hydro. This Agreement shall be binding upon the Registered Contractor's successors and permitted assigns. This Agreement shall be governed by the laws of the Province of Manitoba.