



## Commercial Lighting Program Appointment of Representative

**IMPORTANT NOTICE:** To participate in the Program, you do **not** need to appoint anyone to be your Representative (including your Contractor).

1. \_\_\_\_\_ **full legal name of customer company**  
 (the “Customer”) hereby authorizes and appoints \_\_\_\_\_ full legal name of  
 representative (the “Representative”) \_\_\_\_\_  
 full address of Representative as the Customer’s representative to act on its behalf in connection with the completion and submission of the:
- a) Application for the Program and materials relating to demonstration of eligibility, but the Customer is still responsible for signing the Application; and
  - b) Certificate of Inspection (within Winnipeg) or Certificate of Approval (outside Winnipeg); Completion Declaration and Completion Questionnaire for the Program; and materials relating to demonstration of satisfactory completion of measure(s) and work including itemized invoicing detailing product costs (separate from design, labour, and taxes), product model details, date of purchase, and vendor’s name requested for issuance of Program incentive.

**Note: If the Customer does not want the Representative to act on its behalf for both Part (a) and Part (b) above, do not complete this APPOINTMENT OF REPRESENTATIVE.**

2. The Customer hereby acknowledges and confirms that the Customer has reviewed all of the foregoing Program forms (including all terms and conditions, and Program requirements) and the Customer understands and accepts the full legal and practical effects and risks of the present appointment and of having the Representative to act on its behalf.  
**NOTE:** For instance, the Representative may decide at its discretion that the retrofit measures have been complete to the Customer’s satisfaction, regardless of whether the Customer is actually satisfied or not.
3. Notwithstanding anything to the contrary, the Customer hereby authorizes Manitoba Hydro and its officers, directors, employees, contractors, agents, and Program partners, to release to the Representative any information about the Customer (whether information provided to Manitoba Hydro or already in Manitoba Hydro’s possession or control) that Manitoba Hydro may deem necessary relating to the Customer’s application to or participation in the Program, or the assessment or issuance of any Program incentive.
4. The Customer understands and agrees that: (a) its appointment of the Representative does not relieve any of the Customer’s obligations as the applicant and participant under the Program, including, without limitation, the Customer’s obligation to comply with all requirements of Manitoba Hydro at all times; and (b) any and all decisions, actions, and inactions, of the Representative will be deemed conclusively to be those of the Customer, and the Customer is and will be fully responsible for the decisions, actions, and inactions, of the Representative in all respects in connection with the Program at all times.
5. The Customer shall, and shall also cause the Representative to, defend, indemnify, and save harmless, Manitoba Hydro and its officers, directors, employees, contractors, agents, Program partners, successors, assigns, from and against any and all manners of action, causes of action, losses, costs, damages, expenses, suits, claims, liabilities, debts, and demands which any of the foregoing persons or entities may suffer or be put to, or which may be brought or made against any of the foregoing persons or entities, arising out of any action or inaction of the Customer and/or the Representative, or any of their respective directors, officers, employees, affiliates, contractors, subcontractors (through every tier), representatives, or agents, or any breach of any Program requirement, or the negligence or misconduct of the Customer and/or the Representative or their respective directors, officers, employees, affiliates, contractors, subcontractors (through every tier), representatives, or agents.
6. This appointment shall remain in force until the time when: (i) the Representative completes to Hydro’s satisfaction the appointed acts selected by the Customer pursuant to Section 1 above); or (ii) when Manitoba Hydro provides written acknowledgement to the Customer confirming Manitoba Hydro’s receipt and acceptance of written notice from the Customer requesting revocation of the Customer’s appointment of the Representative hereunder; whichever is earlier.
7. This Appointment shall be binding on and inure to the benefit of the Customer’s successors, heirs, executors, administrators, and representatives.

IN WITNESS WHEREOF the Customer hereto has executed this Appointment as at the date below to ratify and confirm the powers of the Representative by virtue of this appointment.

Customer company name	Application no.
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Per: \_\_\_\_\_  
 Signature of Authorized Signing Officer

Per: \_\_\_\_\_  
 Signature of Authorized Signing Officer

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Position

\_\_\_\_\_  
 Position

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date