



Lighting Program for Multi-Unit Residential Buildings Part I

Application no.

Instructions: Complete one Application per building (Part I and II) in full and email it to energyexpert@hydro.mb.ca for pre-approval. After receiving written pre-approval, purchase and install the LED bulbs within 180 days. When the LED bulbs are installed in the residential suites, complete the Completion Declaration and Questionnaire and email it along with a copy of the invoice to energyexpert@hydro.mb.ca.

Offer: Purchase up to 10 LED bulbs per suite and receive an Incentive when replacing existing incandescent or halogen bulbs. The LED bulbs must be ENERGY STAR® certified or a “screw-in bulb” on Manitoba Hydro’s Commercial Lighting Program Eligible Product List.

Building information

Participating multi-unit residential building address (<i>the “Building”</i>)	City/town	Province	Postal code
Mailing address for incentive (<i>if different than participating Building address</i>)	City/town	Province	Postal code

Owner information

Owner name	Owner phone no.
Owner email	Manitoba Hydro account no.

Property manager information (*if applicable*)

Property management company name		
Property manager name	Property manager phone no.	Property manager email

Suite information

No. of PARTICIPATING suites	Heating type <input type="checkbox"/> Electric <input type="checkbox"/> Natural gas <input type="checkbox"/> Other (<i>specify</i>)
Type of residence <input type="checkbox"/> Apartment complex <input type="checkbox"/> Townhouse complex <input type="checkbox"/> Triplex/fourplex <input type="checkbox"/> Hutterite colony <input type="checkbox"/> Other (<i>specify</i>)	

Authorized person information

Owner: Complete this section only if you want to designate and authorize another person (e.g. Property Manager) to act on your behalf.

I, the Owner hereby: (i) designate and authorize _____ (the “Representative”) to engage and organize with the residents on installation of LED bulbs, and to accept, direct, and oversee installation of the LED bulbs at the Building; and (ii) confirm my total reliance on the Representative’s assessment and acceptance in respect of satisfaction of the LED bulbs and their installation and operation.

Signed by (Owner)	yyyy	mm	dd	Accepted by (Representative)	yyyy	mm	dd
Representative’s full name		Representative phone no.		Representative email			
Representative’s address			City/town	Province	Postal code		

Owner acknowledgment (*Read the reverse of this Application before signing.*)

- I, the Owner, have read and understood the Agreement printed on this Application. I agree to the listed terms and conditions and warrant that I fully qualify and have complied with such terms and conditions.
- I also acknowledge I will not reuse or resell the existing bulbs being replaced and will properly dispose/recycle them in a responsible manner.
- Manitoba Hydro may send me electronic communications about other incentives and tips to help me save energy and money.

Signed by (Owner)	yyyy	mm	dd	Print name	Print title
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The personal information contained in this form is collected under the authority of section 36(1)(b) of *The Freedom of Information and Protection of Privacy Act* (information relating directly to and necessary for a Manitoba Hydro program, service or activity). The personal information shall be used to determine program eligibility, update customer records, and/or to develop, implement and monitor programs, services and activities and it may be shared with our program partners for that purpose. If you have any questions about the collection of your personal information, please contact the Residential Marketing Program Administrator by email energyexpert@hydro.mb.ca, or telephone 1-888-624-9376.

<p style="text-align: center;">TOTAL INCENTIVE PAYABLE</p> <p style="text-align: center;">(subject to final inspection and submission of invoices)</p>	▶	<div style="border: 1px solid black; padding: 5px; display: inline-block;">\$ _____</div>
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Lighting Program for Multi-Unit Residential Buildings

Terms and Conditions

1. The Owner shall agree to and comply with all terms and conditions for the Lighting Program for Multi-Unit Residential Buildings (the "Program") herein and any other requirements(s) of the Program.
2. The term "Owner" where used is deemed to refer to any and all Owners of the Multi-Unit Residential Building (the "Building"), which shall include any Representative expressly designated and authorized by the Owner to act on the Owner's behalf in the "Authorized Person Information" section of the Program application form ("Application").
3. To be eligible for consideration for participation in this Program, the Owner must comply with the following Application procedure ("Application Procedure") and any applicable Incentive shall be determined by Manitoba Hydro in its sole discretion after receipt of such documents and information:
 - a. Only one Application per Building will be considered. The Owner must aggregate requirements of all residential suites within a Building into one Application. Once the Building has participated in the program, any suites that did not participate under that Application are not eligible to participate in the Program at a later date;
 - b. The Owner must be a person described in Section (2), and listed as the owner of the Building on the active Manitoba Hydro Electric account for the Building. In the event that the name of the Owner does not match the name of the owner indicated on the Manitoba Hydro Electric account for the Building, Manitoba Hydro, in its sole discretion, may consider the Application null and void and Incentive may not be granted;
 - c. The Application (Part I & II) must be accurately completed and a copy of the Application (Part I & II) must be received by Manitoba Hydro for review and consideration of pre-approval. LED bulb(s) purchased or installed prior to pre-approval by Manitoba Hydro are not eligible for a Program Incentive;
 - d. If the Owner receives written pre-approval from Manitoba Hydro, the Owner may purchase, install, and use the pre-approved number(s) of type(s) of bulb(s), and submit to Manitoba Hydro copies of the Application (Part I and II), the Completion Declaration, the Completion Questionnaire, and true complete copies of all supporting invoices and receipts for the LED bulb(s) the Owner is claiming an Incentive for within 180 calendar days from the date of Manitoba Hydro's pre-approval of the Owner's Application. Manitoba Hydro may request additional information to assess Program eligibility; and
 - e. Any Application or Completion Form that is late, incomplete, illegible, or contains erroneous information or material, as determined by Manitoba Hydro in its sole discretion, will not be processed and no Incentive will be granted.
4. Applicable Incentives will be applied to the Manitoba Hydro account of the Building against outstanding amounts owed to Manitoba Hydro in the following order: (1) loan arrears and accrued interests; (2) energy account arrears and accrued interests; (3) loan interests; (4) loan principals; (5) energy account balance; (6) other sums owed to Manitoba Hydro. Notwithstanding the above, Manitoba Hydro in its sole discretion may pay such Incentive by cheque or electronic payment to the Owner.
5. Incentive under the Program may only be granted for new, ENERGY STAR® certified LED bulb(s) ("LED bulb(s)") (www.energystar.gov/productfinder/product/certified-light-bulbs/results) or "screw-in bulbs" on Manitoba Hydro's Commercial Lighting Program – eligible product list (www.hydro.mb.ca/clel/) that is used to replace pre-existing incandescent or halogen bulbs. Incentives will not be provided for pre-existing CFL bulbs. The amount of Incentive is \$2.00 per eligible LED bulb (A-line 40W/60W) and \$4.00 per eligible LED bulb (A-line 100W and specialty) installed. In no event shall any Incentive for a given LED bulb exceed the pre-tax price (retail or sale/discounted price, whichever is lower) of the bulb paid by the Owner at the time of purchase. For additional information on the listing of the eligible LED bulb(s) and the corresponding Incentive amount(s), please contact energyexpert@hydro.mb.ca.
6. The LED bulb(s) must be installed in the residential suites within the Building. LED bulb(s) purchased for installation in attached garages, outbuildings, seasonal residences, common hallways, and/or common areas are not eligible for an Incentive.
7. Incentive may only be granted for a maximum of ten (10) eligible LED bulbs for each residential suite. The limit(s) may be reduced by Manitoba Hydro in its sole discretion if the Owner or Building has previously received, or is concurrently receiving, any incentive(s) for lighting product(s) such as Incentive for or free LED bulb(s).
8. The Owner agrees that the LED bulb(s) are intended for use only as contemplated by the Program and shall not be sold, refunded or otherwise returned or transferred to a third party, and that the pre-existing bulb(s) replaced by the new LED bulb(s) must not be re-sold or transferred to a third party. The Owner will make reasonable efforts to ensure that all applicable person(s) act in accordance with this requirement.
9. Manitoba Hydro reserves the right to inspect and evaluate the LED bulb(s) after installation at the residential suites at any reasonable time, provided Manitoba Hydro has given reasonable notice to the Owner, for verification of the purchase and installation prior to and after issuing an Incentive. An Incentive may be cancelled if an inspection or evaluation is refused or upon discovery of any failure to comply with any requirement of the Program.
10. Applications for this program may not be combined or sent with any application for any incentive(s), and/or discount(s), under any other program(s) unless pre-authorized by Manitoba Hydro.
11. The Owner warrants and represents that the Owner, the Building, and all other matters relating to this Application, qualify and comply with the Application Procedure, the information contained in the Application is true and correct, and the Owner shall comply with all Program requirements unless specifically waived by Manitoba Hydro in writing. The Owner warrants and represents that it has the full, unfettered, authority to provide to Manitoba Hydro any additional information and material(s) required under this Program and that the information and materials provided are complete and accurate. Manitoba Hydro reserves the right to, at any time; verify the accuracy and authenticity of same.
12. If, at any time, in Manitoba Hydro's sole discretion, any requirement of the Program is not met or performed to Manitoba Hydro's satisfaction, any term(s) or condition(s) is breached as determined by Manitoba Hydro, or any information or material(s) submitted to Manitoba Hydro is incomplete, inaccurate, or misleading, Manitoba Hydro may in its sole discretion and without prejudice to any other rights or remedies available hereunder or at law or equity, immediately cancel any and all rebate, and if any rebate is already paid to the Owner, the Owner must immediately repay to Manitoba Hydro all paid rebate in a manner to be determined in Manitoba Hydro's sole discretion. Manitoba Hydro may also in its sole discretion disqualify the Owner from participating in other programs and from being eligible for any other incentives until further notice.
13. The Owner is solely responsible:
 - a. For the selection, procurement, and ownership of the LED bulb(s);
 - b. For the determination of whether the LED bulb(s) are suitable, effective, and safe, for the Owner, the Building, and any other persons, for the applicable use(s) or purpose(s);
 - c. For the determination of whether the LED bulb(s) are compatible with existing lighting fixtures and related equipment; and
 - d. To ensure that the LED bulb(s) are selected, installed, used, removed, and disposed of properly, in accordance with the directions provided by the LED bulb manufacturer/supplier, and with all applicable laws, regulations, and bylaws.
14. Manitoba Hydro will in no event be responsible for the LED bulb(s), including but not limited to the procurement, installation, or use thereof, or any matters that arise between the Owner and any manufacturer(s), supplier(s), or tenant(s) in relation to the Program. Any inquiries or issues that the Owner may have regarding the LED bulb(s) must be directed directly to the supplier(s) and manufacturer(s).
15. Manitoba Hydro is not affiliated with any manufacturer or supplier of LED bulb(s) and does not endorse, approve, or warranty, any of their products;
16. The Owner agrees that Manitoba Hydro has the right to claim and own any emission reduction (greenhouse gas) credits that may result from the LED bulb(s) installed, and will make reasonable efforts to ensure that all applicable person(s) cooperate with Manitoba Hydro regarding such right.
17. The Owner is responsible for meeting all Program requirements and complying with any laws, regulations, or by-laws regarding permits, codes, restrictions, or inspections in relation to products or equipment installed, used, and/or disposed.

NOTE: Terms and Conditions 18 through 25 are continued on the reverse of Part II of this Agreement.



Lighting Program for Multi-Unit Residential Buildings Part II

Application no.

Instructions: Complete in full and email along with **Application Part I** to Manitoba Hydro at energyexpert@hydro.mb.ca for pre-approval.

EXISTING SYSTEM			
Bulb technology (<i>incandescent or halogen</i>)	Location (<i>e.g. living room, kitchen, hallway</i>)	Watts	Qty. per suite (<i>up to 10</i>)
		W	
		W	
		W	
		W	
		W	
		W	

PROPOSED SYSTEM										
Qualifying list ¹ (<i>ES or EPL</i>)	Bulb type ²	Manufacturer	Model no.	Watts	Rated life (<i>hours</i>)	Purchase price/bulb before incentive	Qty. purchased	Incentive		
								Qty. incented (<i>up to 10 per suite</i>)	Incentive/bulb ³	Total
				W		\$			x \$	= \$
				W		\$			x \$	= \$
				W		\$			x \$	= \$
				W		\$			x \$	= \$
				W		\$			x \$	= \$
				W		\$			x \$	= \$
TOTAL INCENTIVE ▶									\$	

¹ ENERGY STAR® certified (ES) or Manitoba Hydro's Commercial Lighting Program Eligible Product List (EPL).

² Specify bulb type: A-line, PAR, BR, R GU, MR, G, B.

³ \$2 incentive per LED bulb for 40W and 60W A-line. \$4 incentive per LED bulb for 100W A-line and specialty.

Lighting retailer, supplier or distributor:

Business name	Email
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Lighting Program for Multi-Unit Residential Buildings Terms and Conditions

Note: These terms and conditions are continued from the reverse of Part I of this Agreement.
18. Manitoba Hydro is not responsible for any tax liability imposed on the Owner as a result of any payment of the Program Incentive.

19. Manitoba Hydro makes no representation or warranty whatsoever, whether expressed or implied, written or oral, of any LED bulb(s) that have been purchased by the Owner in accordance with the Program. The Owner further agrees that Manitoba Hydro has no liability concerning any estimated energy savings stated by the manufacturer/supplier of any LED bulb(s) or measures, and/or the installation, performance, use, fitness, suitability, effectiveness, or safety of the same, or that the LED bulb(s) is compatible with existing lighting fixtures and related equipment for the use(s) or purpose(s) of the Program.
20. MANITOBA HYDRO SHALL NOT BE LIABLE TO THE OWNER, ANY TENANT, ANY SUPPLIER, OR ANY THIRD PARTY, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES OF ANY NATURE OR KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSSES OR DAMAGES RELATING TO, ARISING OUT OF, OR RESULTING IN ANY MANNER FROM ANY APPLICATION TO OR PARTICIPATION IN THIS PROGRAM, ANY BULB(S) (NEW OR PRE-EXISTING) OR ANY REMOVAL, INSTALLATION, USE, PERFORMANCE, SAFETY, COMPATIBILITY, MAINTENANCE, STORAGE, OR DISPOSAL, OF ANY BULB(S), ANY WORK OF ANY SUPPLIER, AND/OR ANY PROVISION OR DENIAL OF ANY INCENTIVE.

21. The Owner shall fully indemnify and hold harmless Manitoba Hydro, its officers, employees, agents, contractors, successors and assigns from and against any and all claims, suits, actions, causes of action, loss, damage, costs and injury (including death), caused by or resulting in any way from application to or participation in the Program, or any LED bulb(s), or this Agreement.

22. Manitoba Hydro's decisions relating to the Program, including without limitation product acceptability, eligibility, and amount of Incentive, shall be final and binding and not subject to appeal. Manitoba Hydro reserves the right to revise or terminate the Program, or revise any Program requirement(s), at any time without notice.

23. The Owner shall not assign this Agreement or any of the rights or obligations hereunder without the prior written consent of Manitoba Hydro. Manitoba Hydro shall have the right to assign this Agreement, and all rights and obligations hereunder, to any third party at any time without prior notice.

24. This Agreement shall be subject to, interpreted, performed and enforced in accordance with the laws of the Province of Manitoba and the parties shall attorn to the exclusive jurisdiction of the courts of the Province of Manitoba.

25. This Application may be executed in any number of counterparts, including counterparts signed by or emailed scan-copy, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. A photocopied and/or fax copy of this Agreement bearing the signature of each party, in a single document or counterparts thereof as provided herein, shall be deemed an original execution version of this Agreement.