



CoolerMiser Program Purchase Agreement

Applicant's Business Name:

Contact Person:

Phone # :

Address:

City:

Postal Code:

Account #:

Date :

All CoolerMiser units must be installed within 1 week of accepting this agreement. Any units not installed will be subject to a cost of \$152.29 which will be added to your next hydro bill.

Typical Savings for 1 CoolerMiser

***Blended Cost of Electricity:** 0.12 ¢/kWh (total amount of your electricity bill in \$ divided by the total kWhs)

Estimated Energy Usage without CoolerMiser	<u>2,099</u>	kWh
Estimated Energy Usage with CoolerMiser	<u>700</u>	kWh
Estimated Energy Savings / Year	<u>1,399</u>	kWh
Estimated \$ Savings / Year	<u>\$167.85</u>	

Notes:

To be reviewed and agreed to before the "CoolerMiser Controller(s)" are installed:

CoolerMiser Controllers are compatible with all glass-front coolers that contain nonperishable goods.

The Applicant must install all the CoolerMiser Controller(s) at the address as described on this Agreement.

The Applicant must allow **Greater Sudbury Hydro** or its agent, to perform a visual inspection of the installation.

Greater Sudbury Hydro will have the right in its absolute discretion to decide whether or not to accept or approve the installation.

The Applicant waives its rights under the *Personal Information and Protection and Electronic Documents Act* (Canada) and all other privacy laws and regulations with respect to information required to be supplied by the Applicant to **Greater Sudbury Hydro** hereunder and by **Greater Sudbury Hydro** to the **Ontario Energy Board** for the purposes of any technical or financial verification or audit. The Applicant expressly consents to the supply and transfer of confidential or proprietary information of the Applicant by **Greater Sudbury Hydro** to the **Ontario Energy Board** for the purposes of such verification, audit or calculation.

The Applicant agrees to operate and maintain all the equipment of the Project in good working order and maintain the Project as implemented without any modification, in accordance with the Project described in the Application, for a continuous period of at least 36 months (the "Period") and calculated from the month **Greater Sudbury Hydro** makes the Incentive Payment.

The Applicant agrees and acknowledges that

- (i) They have independently assessed the risk of installing a CoolerMiser Controller;
- (ii) Greater Sudbury Hydro does not make any representation or warranty as to the fitness for use of any such products for their intended purpose or otherwise;
- (iii) The energy cost savings and other benefits described in connection with this Program are based on estimates, and actual results may differ;
- (iv) Greater Sudbury Hydro will not be liable for any direct, indirect, special or consequential damages, costs or losses arising from the installation or use of the CoolerMiser Controller(s), whether in accordance with the manufacturer's instructions or otherwise, or from any actions, negligence or misconduct by any Contractor;
- (v) CoolerMiser Controllers are intended for use only as directed. Improper installation or use may result in injury or damage.

The Applicant covenants that

- (i) Unless the premises at the address as described on this Agreement is sold, they shall not sell, lease, assign, transfer or dispose of the CoolerMiser Controller(s) to any third party; and
- (ii) They will participate in any follow up surveys, studies, audits, evaluations or verifications conducted by Greater Sudbury Hydro or the Ontario Energy Board or their agents in connection with the Program.

Serial #s of units installed:

Applicant Signature: _____

Date: _____

