



RESIDENTIAL AND SMALL COMMERCIAL DEMAND RESPONSE

CUSTOMER CONTRACT

This is a Residential and Small Commercial Demand Response Contract under the Peaksaver® Residential and Small Commercial Demand Response Program (the “**Program**”) funded by the Ontario Power Authority. The parties to this contract are Festival Hydro Inc. (the “**Local Distribution Company**”) and the residential or small commercial customer whose signature appears below (“**you**” or “**Participant**”).

You will be entitled to have a device (a “**Device**”), in the form of a thermostat or switch, installed in, on or outside your premises that from time to time controls how much electricity your water heater or air conditioner will use. You will be entitled to receive twenty five dollars (\$25.00) and may experience the benefits resulting from potentially reduced electricity demand during certain periods of the year. You will also have certain obligations. These obligations include the following and are subject to the Terms and Conditions attached:

- (a) You must permit the Device to be installed in or on your premises, you must allow inspection and testing of the Device and its functioning and maintenance, and must not damage the Device.
- (b) You agree that the Ontario Power Authority or its contractor may control each Device installed in your premises by interrupting power to the appliance for not more than four hours per day during certain periods of the year. This may mean that, in the case of a Device attached to an air conditioner, there will be a slight increase in the temperature in your premises and, in the case of a Device attached to a water heater, a slight reduction in the availability of hot water.
- (c) You agree to allow disclosure of personal information, as provided in the Terms and Conditions, for the purposes of the Program. For more information on the Privacy Policy of the Local Distribution Company, go to www.festivalhydro.com

The liability of the Local Distribution Company and the Ontario Power Authority is limited as set out in the Terms and Conditions.

You understand that this document is a legal and binding contract and that, by signing below, you are agreeing to its terms. You acknowledge that you have read and fully understand this contract and the Terms and Conditions attached. You represent and warrant to the Local Distribution Company that your premises is a residence or is a small commercial premises whose monthly electricity peak demand is less than 50 kW.

<p><u>For an individual Participant:</u></p> <p>Print name: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p>I am 18 years of age or older and have authority to enter into this contract for the premises at this address:</p> <p>No. and Street: _____ Apt./Unit: _____</p> <p>City/Town: _____, Ontario</p> <p>Postal Code: _____</p> <p>LDC Account No: _____</p>	<p><u>For a business Participant:</u></p> <p>Name of business: _____</p> <p>Per (signature): _____</p> <p>Name (print): _____</p> <p>Title: _____ Date: _____</p> <p>I have authority to bind the corporation/business and to enter into this contract for the premises at this address:</p> <p>No. and Street: _____ Apt./Unit: _____</p> <p>City/Town: _____, Ontario</p> <p>Postal Code: _____</p> <p>LDC Account No: _____</p>
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PLEASE MAKE SURE YOU HAVE FILLED IN AND SIGNED ABOVE AGREEMENT. THIS CONTRACT CAN BE FAXED TO OUR OFFICE @ 519-271-7204 OR MAIL TO P.O BOX 397, STRATFORD ONTARIO, N5A 6T5.

TERMS AND CONDITIONS

I. Rights and Obligations of Participant

Because you have enrolled in the Program as a Participant, you will be entitled to have a device (a “**Device**”) installed in, on or outside your premises that from time to time controls how much electricity your water heater or your air conditioner will use and you will be entitled to receive a one time payment of twenty five dollars (\$25.00), whether one or more Devices are installed. You will also have certain obligations, as follows:

- (a) You permit the Device to be installed in, on or outside your premises. You must not move, remove, tamper with, disable or damage the Devices that are installed in your premises. Even though the Device is installed in, on or outside of your premises, unless otherwise communicated to you in writing by the Local Distribution Company, it continues to be the property of the Local Distribution Company.
- (b) Regardless of whether you or the Local Distribution Company own the Device, you agree that the Ontario Power Authority or its contractor have the right to, and may control, each Device. When a Device is activated, it will interrupt power to the appliance to which it is attached for a period of time in order to reduce demand for electricity. Each Device may be activated to control electricity demand of the appliance to which it is attached between 1:00 pm and 10:00 pm, for a maximum of four hours per day, and an aggregate maximum of 40 hours each season from May to September, inclusive, plus emergencies. You agree not to authorize anyone else to control any Device that is at your premises.
- (c) You agree to allow a representative of your Local Distribution Company to have reasonable access to your premises in order to inspect, test and maintain the Devices as required.
- (d) You agree that the service providers who are authorized to operate your Devices, and to inspect, test and maintain them, have the right to collect, use and disclose – but only for the purposes of the Program – your name, address, telephone number, email address and other personally identifying information. Disclosure of your personal information may be made to your Local Distribution Company and to the Ontario

Power Authority, or to the service providers of either of them. However, your personal information will not be disclosed or used for purposes that do not relate to the Program.

- (e) You may submit a request that you terminate participation in the Program and have the Device(s) cease operation. The Local Distribution Company will comply with such request provided it is made in writing or by telephone at least ten (10) business days in advance. If you breach any of your obligations in this contract, the Local Distribution Company has the right to remove the Device(s) or require that you return the Device(s) to the Local Distribution Company, and terminate your participation in the Program (whether or not the Device is owned by the Local Distribution Company). Where a Device replaces a thermostat, you should retain the old thermostat. When you exit the Program for any reason, you will be responsible for reinstallation of the old thermostat and any related expenses.
- (f) You may make an opt-out request by phone or in writing that a Device be taken out of operation for a period not to exceed 48 hours.

II. Limitation of Liability

The maximum liability that the Local Distribution Company, the Ontario Power Authority and their respective agents, employees, officers, directors and shareholders (and any other person for whom the Local Distribution Company or the Ontario Power Authority is at law responsible) (collectively, the “**Indemnitees**”) is limited to the amount that you were paid for your participation in the Program. None of the Indemnitees will be liable for any indirect damages of any kind nor for any inconvenience that is suffered by you, any member of your family or any occupant or guest. You agree to indemnify the Indemnitees if you or any member of your family, occupant or guest seeks damages against any of them for any reason that is connected with this contract or the Device.

III. Other

This contract shall be interpreted under Ontario law. You may not assign this contract. This contract may be amended by the Local Distribution Company with thirty (30) days notice to you. If you do not agree with any such amendment, you may terminate this contract.