



**OPPORTUNITY ACCELERATOR ENERGY AUDIT APPLICATION
 (the "OA Application")**

For LDC Use only

LDC Name:	
Identification #:	
LDC Contact Name:	
LDC Contact Phone:	
LDC Contact Email:	
Approver Signature:	
Approver Name:	
Approver Title:	

THIS APPLICATION MAY BE REJECTED BY YOUR LDC FOR ANY REASON.

To the Applicant: ALL fields must be completed in order for the OA Application to be accepted by the LDC.

FACILITY & CONTACT INFORMATION

Legal Name of Applicant:		Average Demand:	
Industry Sector:		Total annual electrical energy consumption (MWh):	
Facility Name:		Overview of Facility Processes:	
Facility Address:			
City:			
Postal Code:			

Primary Contact:		Secondary Contact:	
Title:		Title:	
Phone:		Phone:	
Email:		Email:	

RELEASE AND WAIVER

[Please check one box]

- Original Release and Waiver is attached.
- If you have previously provided a Release and Waiver with respect to another CDM Program or Initiative, please attach a copy of such previously-provided Release and Waiver

TERMS AND CONDITIONS

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The Applicant acknowledges that it has applied for an Opportunity Accelerator Energy Audit pursuant to the Process & System Upgrades Initiative (the "Initiative") and understands and agrees to be bound by the following terms and conditions:

1. The Applicant agrees to have an Opportunity Accelerator Energy Audit completed at the facility specified herein. An "Opportunity Accelerator Energy Audit" means a high-level survey and engineering analysis of electricity usage within or of the facility specified herein completed by the Technical Reviewer in order to identify and investigate opportunities that could give rise to electricity savings. The "Technical Reviewer" means a Person retained by the Ontario Power Authority ("OPA") having on its staff individuals who have provisionally experience and qualifications as approved by the OPA.
2. The Applicant will cooperate and provide on a timely basis any requested information to the Local Distribution Company ("LDC") or the Technical Reviewer should the LDC or Technical Reviewer, respectively, require clarification from the Applicant when conducting the Opportunity Accelerator Energy Audit, including, without limitation, providing the Technical Reviewer with access to key personnel at the Applicant's facility and providing the Technical Reviewer with reasonable access to perform a site visit of the Applicant's facility. The Applicant shall, at the same time as it provides information to the Technical Reviewer, provide a copy of such information to the LDC.
3. The Applicant represents, warrants and agrees that (a) all information in the OA Application is true and complete; (b) the Applicant would not otherwise have undertaken the Opportunity Accelerator Energy Audit without the support and participation of the LDC; (c) the Applicant owns the Facility set out in the OA Application or has the authority to have the Opportunity Accelerator Energy Audit performed at the Facility set out in the OA Application; and (d) it has the authority and capacity to agree to these terms and conditions.
4. All right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the electricity savings or demand savings resulting from the Opportunity Accelerator Energy Audit, and the right to quantify and register these, including without limitation, any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission reduction allowance (collectively, the "Environmental Attributes") are hereby transferred and assigned, or to the extent transfer or assignment is not permitted, held in trust for, by the Applicant to the LDC and its successors and assigns. The LDC shall be entitled, unilaterally and without the consent of the Applicant, to deal with such Environmental Attributes in any manner it determines. The Applicant acknowledges that the LDC has further transferred and assigned to the OPA, or may further transfer and assign to the OPA, such Environmental Attributes and that the OPA may direct the Applicant in the same manner as the LDC and that the OPA or the LDC may direct the Applicant to take such actions and do all such things necessary to certify, obtain, qualify and register with the relevant authorities or agencies such Environmental Attributes for the purpose of transferring such Environmental Attributes to the OPA.
5. The Applicant understands and agrees that by submitting the OA Application, whether or not the Application is accepted: (a) it hereby consents to the collection, use, disclosure and other handling of any information it provides to the LDC or the OPA or their respective service providers, and their heirs, successors and assigns (collectively, the "Program Operators"), including personal information and records showing historical energy use and consumption (the "Applicant Information") by the Program Operators for purposes relating to the operation, administration or assessment of the Initiative or the OA Application or the Opportunity Accelerator Energy Audit, and in connection with any reporting activities relating to the Initiative, which shall include, without limitation: (i) sharing of Applicant Information among the Program Operators; (ii) use by the Program Operators of the Applicant Information provided by the Applicant to conduct, analyze and report on the results of surveys and modify the Initiative based on such surveys; and (iii) disclosure to the Ontario Energy Board, the Independent Electricity System Operator, the Ontario Ministry of Energy or the Ontario Environmental Commissioner or their respective successors; and (b) it will indemnify and save harmless each of the Program Operators and their respective directors, officers and employees from any and all liability and all claims, losses, damages (including indirect or consequential damages), expenses and proceedings for personal injury (including death) or property damage of any person relating to, in connection with, resulting from, or arising out of the Initiative, including by reason of the actual or alleged implementation of the Opportunity Accelerator Energy Audit or any other matter contemplated by the Application or these terms and conditions. The Applicant agrees that the OPA may provide the LDC with information on its participation in previous or current programs for the purpose of confirming the Applicant's eligibility.
6. The Applicant further acknowledges that it is an independent contractor, and that there is no joint venture, partnership or agency created or implied by agreement to these terms and conditions.
7. Except as specifically set forth or referenced in this Agreement, there are no representations, warranties, or conditions of either party to this Agreement, express, implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, workmanship, safety, legal compliance or fitness for a particular purpose. Without limiting the generality of the foregoing, the Applicant acknowledges that its participation in the Initiative is based upon its own assessment of the Initiative and not on any reliance on anticipated or projected results, and that such participation may not result in the achievement of any electricity savings or demand savings, which are expressly disclaimed by the Applicant.
8. Except as otherwise provided, the OA Application, including the Release and Waiver and these terms and conditions, constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement. These terms and conditions will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
9. These terms and conditions will terminate upon the delivery of a report prepared by the Technical Reviewer relating to the Opportunity Accelerator Energy Audit for the facility set out in the Application, or as otherwise determined by the LDC in its reasonable discretion. Sections 3, 4, 5, 7, and 9 of these terms and conditions will survive the termination of these terms and conditions.
10. Except as otherwise provided, the OA Application, including the Release and Waiver and these terms and conditions, constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement. These terms and conditions will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

I have authority to bind the company.

Name:		Title:	
Applicant Legal Company Name:		Date:	
Authorized Signature:			

To submit this request, please print and send an original copy with signatures to your LDC or LDC Key Account Manager.