

This Solar City Participant Agreement (the “**Agreement**”) is between the Halifax Regional Municipality (“**HRM**”) and the title holder(s) in fee simple of the Property at civic address _____ with property identification number (PID) _____ (the “**Property**”), hereafter referred to as the “**Participant(s)**”.

Participant(s) Name(s):		
HRM Project Reference ID:		Participant(s) Address
Solar Contractor:		
HRM Property Assessment #	Property Identification Number (PID)	Date of Approval

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HRM and the Participant(s) agree that the following are terms and conditions shall govern the Participant’s involvement in the Solar City Program (the “**Program**”):

1. The Program

1.1 The Program involves the financing and installation of HRM-approved solar energy equipment and associated solar monitoring/data transmission equipment (the “**Solar Energy Equipment**”) on private property, is administered by HRM and consists of the following components:

- a) Property owners seeking to participate in the Program must complete the Program’s application document found at www.halifax.ca/solarcity, as this document may be amended from time to time in HRM’s sole and absolute discretion (the “**Solar City Program Application**”). In order to be considered for participation in the Program, the proposed installation must (i) conform to HRM-approved equipment specifications for one or more of the three solar technology options: solar photovoltaic, solar air and solar hot water and (ii) satisfy the HRM-generated assessment criteria, as these criteria may be amended from time to time in HRM’s sole and absolute discretion (the “**Solar Energy Assessment**”). HRM will consider the eligibility of property owners seeking to participate in the Program by reviewing (i) the answers provided by the property owner(s) in the Solar City Program Application and (ii) the results of the assessment.
- b) If approved, installation of Solar Energy Equipment at the Property must be undertaken by an eligible contractor (the “**Solar Contractor**”) pursuant to an agreement between the Participant(s) and the Solar Contractor (the “**Sales Contract**”), with HRM determining eligibility in its sole and absolute discretion;
- c) HRM will make direct payment to the Solar Contractor of an amount determined by HRM, in its sole and absolute discretion, to equal the value of the installed Solar Energy Equipment (the “**Approved Payment**”). The making of the Approved Payment is conditional on HRM’s determination that the Participant(s) have completed the project completion report found at www.halifax.ca/solarcity/, as the requirements outlined in this report may be amended from time to time in HRM’s sole and absolute discretion (the “**Project Completion Report**”);
- d) HRM will levy a solar collector improvement tax against the Property in the amount of the Approved Payment (the “**Charge**”); and
- e) The Participant(s) will make all payments in satisfaction of the Charge in accordance with the payment schedule contemplated in this Agreement.

1.2 In order to be eligible to participate in the Program, the Participant(s) must

- a) be the sole owner(s) in fee simple of the Property;
- b) not use the Property in the operation of a business or industry;
- c) have successfully met all terms and conditions in Solar City Program Application to HRM’s sole and absolute satisfaction;
- d) cause the Solar Contractor to submit a Solar Energy Assessment that, in HRM’s sole and absolute determination,
 - a. details the estimated costs and savings over the projected lifespan of the Solar Energy Equipment;

- b. demonstrates a positive return on investment expectation, or a positive net present value, and the expected payback measured in years,
- c. utilizes a RETScreen model or equivalent and financial analysis and includes notes on assumptions,
- d. provides a quote detailing the estimated total for the equipment purchase, installation, labour, any warranty or maintenance plan and all other incidental costs associated with the installation of the Solar Energy Equipment at the Property (the “**Quoted Cost**”),
- e. describes an installation plan that is technically and structurally sound, with all designs and inspections to be undertaken by a professional engineer and installation to occur under the supervision of a certified professional who is (i) on staff or (ii) is under contract,
- f. will result in the installation proceed in accordance with applicable permits and approvals,
- g. will provide for solar monitoring/data transmission equipment capable of producing and transmitting data about the performance of the Solar Energy Equipment at the Property during the term of this Agreement (“**Solar Data**”);
- e) receive HRM’s approval of the Participant’s Solar City Program Application;
- f) enter into a Sales Contract with a Solar Contractor for the installation of Solar Energy Equipment at the Property that either confirms or updates the Quoted Cost and commits to an expected date of completion (the “**Estimated Date of Completion**”), which in no event will exceed six (6) months following execution of the Sales Contract unless agreed to in writing by HRM;
- g) enter into this Agreement by affixing signature(s) below; and
- h) within thirty (30) days of receiving HRM’s approval of the Participant’s Solar City Program Application deliver to HRM at the address noted in section 13.1 and executed original of this Agreement and a copy of the Sales Contract.

1.3 A contractor will be eligible to install Solar Energy Equipment under the Program as a Solar Contractor if, in HRM’s sole and absolute determination, the contractor

- a) utilizes Solar Energy Equipment that meets applicable CSA or UL standards and is approved for use in the Program by HRM,
- b) prepares Solar City Assessment that meets the Program’s criteria.

1.4 This Agreement is a “Solar City Customer Agreement” as is described in article 3 of the Solar City By-Law (Number S-500). The Solar Energy Equipment is a “Solar Collector” as is defined at article 2 of the By-Law. By signing this Agreement, the Participant acknowledges that, and hereby consents to, a “solar collector improvement tax” or “Charge” being levied upon and against the Property in a manner contemplated in the By-Law and this Agreement. Pursuant to article 7 of the By-Law, the Charge constitutes a lien upon and against the Property, notwithstanding any change in ownership, until the amount of the Charge, any applicable interest and penalties for missed payments are paid in full. The By-Law provides HRM with a method of enforcing the payment of Charges owing by the Participant to HRM for the installation of the Solar Energy Equipment at the Property. The Charge takes priority over all other liens and may be collected in the same manner as other property taxes until the Charge is paid in full (see section 104A of the *HRM Charter*).

2. Participant’s Representations and Covenants

The Participant(s) represents and covenants that the Participant(s):

- a) is/are the sole lawful owner(s) of the Property, and that if more than one person owns the Property all Property owners have signed this Agreement as Participants;
- b) do not use the Property in the operation of a business or industry;
- c) has, as is applicable, obtained the consent of a lender with a security or mortgage interest in the Property to (i) participate in the Program and (ii) permit the Charge to form a first lien on and against the Property;
- d) understands and agrees that
 - a. the Quoted Cost is only an estimate provided by the Solar Contractor, and the Approved Payment may not cover all of the amount billed to the Participant(s) under the Sales Contract (the amount actually billed to the Participant(s) is referred to in section 10.2(a) as the “Actual Cost”);
 - b. in no circumstances will the amount of the Approved Payment exceed 105% of the Quoted Cost;
 - c. by completing the Solar City Program Application, signing this Agreement and returning both to HRM, the Participant(s) may be entered into the Program, after which HRM may levy a solar collector improvement tax against the Property in the amount of the Charge and cause the Charge to be payable according to the final payment schedule described in section 11.3;
 - d. the Participant is solely responsible for, and HRM takes no responsibility for and has no involvement in, (i) retaining a Solar Contractor, (ii) the content of the Sales Contract and (iii) completion of the work (including but not limited to the scope of work; negotiating and enforcing timelines for the installation of

the work on or before the Estimated Date of Completion; the quality of the work; any negligence of the Solar Contractor in the completion of the work; what, if any, warranties the Solar Contractor is willing to negotiate under the Sales Contract; and the discharge of any liens registered against the Property arising out of or connected to the work);

- e. HRM will not be responsible for any delay in the installation of the Solar Energy Equipment, damaged caused to the Property as a result of the installation, performance issues with the Solar Energy Equipment, or any other matter arising out of or connected to the Sales Contract;
- f. the Participant(s) is/are not an agent of HRM and will not hold out to the Solar Contractor that the Participant(s) can any way bind HRM to a course of action as a result of the Participant's involvement in the Program;
- g. HRM is not an agent for the Participant(s);
- h. it is the sole responsibility of the Participant(s) to make payments for the completion of the work and maintain lien holdbacks under the Sales Contract, and HRM will only make the Approved Payment to the Solar Contractor if all of the requirements of this Agreement in respect of the Approved Payment have been met; and
- i. the Participant has the opportunity to seek out and receive independent legal advice in respect of this Agreement and the Sales Contract.

3. Permits & Approvals

The Participant(s) agrees to enter into a Sales Contract that will result in Solar Energy Equipment being supplied and installed at the Property in accordance with the Program and this Agreement, and in compliance with the requisite permits and approvals. The Participant(s) will, at the Participant's sole effort, cost and risk, apply for and comply with any permit or approval necessary to install and operate the Solar Energy Equipment, or cause the Solar Contractor to undertake this task. This Agreement will not be construed as or deemed to be a commitment by HRM, when acting as a municipal permitting authority, to process Participant's applications for permits or approvals in a manner that differs from its normal practices and procedures. Nothing in this Agreement will abridge, extinguish, impair or fetter the right of HRM, acting in its capacity as a municipal permitting authority, to either reject or impose conditional approval with respect to any permit application that either the Participant(s) or the Solar Contractor is required to submit to HRM, when acting as a municipal permitting authority, in order to proceed with the installation and operation of the Solar Energy Equipment.

4. No Representation or Warranty

HRM does not make or imply any representation or warranty on its part in this Agreement or otherwise related to the design, installation, functionality or performance of the Solar Energy Equipment, and HRM expressly disclaims any and all representations or warranties at common law or by statute with respect to the Solar Energy Equipment, associated equipment or materials, including but not limited to warranties as to workmanship, quality, fitness for purpose or performance. Without limiting the forgoing, HRM does not represent or warrant that the Solar Energy Equipment will, once installed,

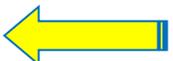
- a) qualify for the making of an Approved Payment by HRM to the Solar Contractor under the Program; or
- b) reduce energy consumption at the Property, achieve the expected energy savings or result in a lowering of the Participant's utility bills.

5. Disclaimer and Indemnity

5.1 The Participant(s) acknowledges and agrees that neither HRM, its affiliates or consultants will be liable under any theory of relief or recovery to the Participant(s) for any damages of any kind or nature arising at law or in equity (whether in negligence, because of breach of contract, in tort or under any other provision of law) including but not limited to property damage, direct or consequential losses, economic loss, or personal injury, that arises from or is related to the design, installation or operation of the Solar Energy Equipment or anything done under this Agreement or the Program.

Participant(s) Initials _____ 

5.2 The Participant(s) indemnifies and save harmless the Halifax Regional Municipality, its Mayor and members of Regional Council, officers, employees and agents from and against any losses, costs, damages, liens, charges, claims, demands, suits, proceedings, recoveries and judgments arising from or related to the Participant's performance or non-performance of the Participant's obligations under this Agreement or the Sales Contract.

Participant(s) Initials _____ 

6. Incentives, Rebates and Environmental Credits

6.1 The Participant(s) agrees to apply for incentives and rebates that may become available from the federal, provincial or municipal government or public utility in respect of or related to solar energy collectors and, more generally, energy efficiency upgrades. As part of completing the Project Completion Report, the Participant(s) will provide HRM with information about the incentives and rebates for which they have applied and those that have been received. HRM will deduct the amounts of such incentives and rebates from the amount otherwise available for inclusion in the Approved Payment. Where incentives and rebates become payable to the Participant which are, for whatever reason, not disclosed to HRM before the making of the Approved Payment, the Participant(s) agrees to assign to HRM all such incentives and rebates and to sign any document, the execution of which is reasonably necessary to give effect to the assignment of incentives and rebates from the Participant(s) to HRM or to direct the provider of the incentives and rebates to transfer same to HRM.

6.2 The Participant agrees that HRM will hold any and all rights to any environmental credits associated with or generated by the installation or operation of Solar Energy Equipment at the Property which are or become available to the Participant(s), and HRM may utilize these credits in any manner permitted by law. The Participant further agrees to assign to HRM any such environmental credits and to sign any document, the execution of which is reasonably necessary to give effect to the assignment of environmental credits from the Participant(s) to HRM or to direct the provider of the environmental credits to transfer same to HRM.

6.3 The Participant(s) hereby consent to HRM representatives communicating with the provider of incentives, rebates and environmental credits in respect of matters related to the Participant(s) and the subject-matter of sections 6.1 and 6.2.

7. Ownership, Disclosure and Confidentiality of Data and Written Material

7.1 Any written material that is provided by the Participant(s) to HRM, or information provided to HRM that might later become available in a written format, is subject to Part XX of the Municipal Government Act ("MGA"). Pursuant to the MGA, the public has a right to seek access to such written material, which HRM must then disclose subject to those provisions of the MGA that safeguard against the disclosure of "confidential" and "personal information"; however, there are exceptions to these safeguards. Moreover, HRM may be required to disclose written materials received from the Participant(s) pursuant to subpoena or court order.

7.2 Subject to the limitations in this Agreement, HRM will be the owner of, and have sole and exclusive property rights to, the Solar Data. HRM hereby grants to the Participant(s) non-transferrable, non-exclusive right to access and use the Solar Data during the term of this Agreement on an "as is, where is basis"; that is, without warranty or representation. HRM will not disclose to third parties any "personal information" (as this term is defined in the MGA) included in the Solar Data without first receiving the written consent of the Participant(s) or, if applicable, the subsequent owner(s) of the Property. HRM will be combining the Solar Data with data collected from other participants in the Program for its own use, and may disclose this aggregate data (in an open data format or via individual licenses) to third parties. Upon termination of this Agreement, the ownership of any Solar Data generated by the Solar Energy Equipment will revert to the Participant(s).

7.3 In order to afford HRM with its ownership rights in respect of the Solar Data, the Participant(s) will cause the Solar Contractor to arrange for the solar monitoring/data transmission equipment that will be attached to the Solar Energy Equipment to transmit the Solar Data to a data storage facility of HRM's choosing, and (if required) will provide HRM with the user login and password necessary for HRM to access and retrieve the Solar Data during the term of this Agreement.

8. Installation of the Solar Energy Equipment at the Participant's Property

8.1 If, after starting to install the Solar Energy Equipment at the Property, the Solar Contractor or the Participant causes the installation of the Solar Energy Equipment to be stopped for any reason, including reasons related to safety (including the existence of structural deficiencies or hazardous material) or discovery of unforeseen conditions, this is a matter to be resolved between the Participant and the Solar Contractor by reference to the Sales Contract. If HRM, the Participant(s) or Solar Contractor discovers any deficiencies with the Property relative to compliance with codes, standards, or other applicable regulations, the Participant acknowledges that HRM may be obligated to report such deficiencies to the applicable regulatory authority.

8.2 The Participant will be separately billed by the Solar Contractor for costs associated with any services or equipment requested in the Sales Contract that are not approved by HRM as being part of the Program.

9. Participant's Responsibilities

The Participant(s) will be responsible for:

- a) providing accurate information to the Solar Contractor during the Solar Energy Assessment;
- b) reviewing and approving the plan of installation for the Solar Energy Equipment (including architectural features and qualities) and providing the Solar Contractor with ongoing instructions during the installation at the Property;
- c) applying to the relevant government authority for the appropriate permit(s), or signing a separate consent form authorizing the Solar Contractor to obtain the permit(s) on the Participant's behalf;
- d) advising the Solar Contractor and HRM if there are any hazardous substances at or in the Property or other defects, deficiencies or impediments that might impact the installation of the Solar Energy Equipment;
- e) causing the installation to be completed by the Estimated Date of Completion and causing a certificate of completion in the form and content found at www.halifax.ca/solarcity/ (the "**Certificate of Completion**") to be completed once the Solar Energy Equipment is installed and functioning at the Property;
- g) once the Solar Energy Equipment has been installed and the Approved Payment has been made, making timely payment of the Charge and any other amounts due to HRM in accordance with the final payment schedule described in section 11.3, or in a manner otherwise contemplated in this Agreement;
- h) arranging and paying for maintenance of the Solar Energy Equipment (these costs may be the subject of a maintenance arrangements in the Sales Contract);
- i) arranging and paying for repairs to the Solar Energy Equipment, including repairs to remedy defects and deficiencies (these costs may be the subject of warranty arrangements in the Sales Contract);
- j) all costs incurred to move the Solar Energy Equipment for any reason, and repair of the roof;
- k) telling the Participant's insurance provider that the Solar Energy Equipment is being installed and purchasing appropriate insurance coverage;
- l) advising anyone who is negotiating with the Participant(s) to purchase (or to otherwise receive) an ownership interest in the Property, in writing and in advance of the transfer, that a Charge will be or has already been affixed against the Property as a result of the installation of the Solar Energy Equipment and about any unexpired lien that remains against the Property;
- m) providing anyone who purchases or otherwise acquires title to the Property with a copy of this Agreement; and
- n) obtaining and maintaining internet service and, if required, a user login and password made known to HRM, in order to permit the transmission of Solar Data as is contemplated in this Agreement.

10. The Approved Payment

10.1 The Quoted Cost under the Sales Contract is \$ _____; this includes HST. (*HRM to complete*).

10.2 In order to be eligible to receive the benefit of HRM making the Approved Payment to the Solar Contractor, the Participant(s) must deliver to HRM a Project Completion Report that provides for the following to HRM's sole and absolute satisfaction:

- a) the Solar Contractor's invoice for all costs incurred, including details about the equipment purchased, installation and labour costs, any warranty or maintenance plan and all other incidental costs associated with the installation of the Solar Energy Equipment at the Property (the "**Actual Cost**");
- b) confirmation of the date on which the installed Solar Energy Equipment
 - a. was ready for use or was being used for the purpose intended, and
 - b. was determined to be functioning according to its specifications;
- c) final permits, approvals and inspection reports, if applicable, from relevant governmental authorities and public utilities (including Nova Scotia Power Inc.);
- d) Interconnection Agreement from NSPI;
- e) completion by the Solar Contractor of a statutory declaration in form and content found at www.halifax.ca/solarcity/ and which confirms the total completion of the work;
- f) a Certificate of Completion prepared by the Solar Contractor and signed by an authorized representative of the Solar Contractor, with signature(s) of the Participant(s) indicating the Participant's
 - a. agreement that the Solar Energy Equipment has been installed at the Property and is functioning properly and without defects,
 - b. agreement that the Actual Cost is due and payable by the Participant to the Solar Contractor under the Sales Contract and no amount in respect thereto is in dispute, and
 - c. consent and direction for HRM to release the Approved Payment to the Solar Contractor.

10.3 The provision of a Certificate of Completion by the Participant(s) to HRM will constitute the Participant's irrevocable direction and consent for HRM to make the Approved Payment to the Solar Contractor and impose the Charge against the Property without notice to the Participant(s). The Approved Payment will only be made, and the Charge imposed, once the Project Completion Report requirements are verified for completeness and accuracy by HRM. If HRM determines, in its sole and absolute opinion, that the Project Completion Report is incomplete or inaccurate and thus does not make the Approved Payment to the Solar Contractor, it is acknowledged and agreed to by the Participant(s) that the Participant(s) may be liable to make direct payment to the Solar Contractor of all amounts owing under the Sales Contract for the installation of Solar Energy Equipment at the Property.

11. Charge

11.1 In consideration of the installation of the Solar Energy Equipment at the Property and HRM's making of the Approved Payment, the Participant consents to the Charge being levied by HRM against the Property pursuant to the HRM Charter, Solar City By-Law and this Agreement, and agrees to pay the Charge in accordance with and subject to the terms and conditions of this Agreement.

11.2 HRM's making of the Approved Payment will create the Charge in the amount of the Approved Payment. The amount of the unpaid Charge, plus accrued interest, will act as a lien against the Property.

11.3 The Participant(s) will make payments to HRM in satisfaction of the Charge for a period of up to ten (10) years, in accordance with the account statement provided by HRM to the Customer. The first payment will be due and payable within 60 days following the making of the Approved Payment. The Charge will be subject to an interest of 4.75% per annum on the outstanding balance.

11.4 Upon the Participant(s) or any subsequent owner of the Property paying HRM all outstanding amounts within the period of repayment, the Charge will be collected and the lien will no longer operate against the Property. If the Charge, along with any applicable interest and penalties for missed payments, remains unpaid at the end of the period of repayment or payments are not paid in accordance with the account statement, HRM may initiate its process to recover outstanding lienable charges and the Property may be subject to a tax sale. The Participant(s) may choose to pay off the balance of any amounts owed to HRM at any time, without penalty.

11.5 Subject to this Agreement, the Participant(s) have an unfettered right to sell, transfer, charge, mortgage, encumber or otherwise deal with the Property without the consent of HRM. Should the Property be sold or transferred to another person or entity after the creation of the Charge, HRM may initiate a process to bring the Property to tax sale unless

- a) a lump sum payment representing the amount owed to HRM in respect of the Charge, any applicable interest and penalties for missed payments is received by HRM from the proceeds of the sale; or
- b) all amounts due to HRM under this Agreement up to the date of transfer are paid in full and HRM continues to receive payments in accordance with the account statement following the date of transfer.

11.6 *Sale and Release.* It is common practice for a charge, along with any applicable interest and penalties for missed payments, to be paid out and discharged when a property is sold or otherwise transferred. If, for whatever reason, the Property is transferred to a new owner(s) with the Charge remaining in place against the Property, the Participant(s) will continue to be liable to HRM for all of the Participant(s) obligations and liabilities under this Agreement until HRM, acting in its sole and absolute discretion, signs an Assignment, Novation and Release in a form and content found at www.halifax.ca/solarcity/, thereby releasing the Participant(s) from their obligations and liabilities under this Agreement. HRM will not consider signing the Assignment, Novation and Release until all of the following conditions have been met to the sole and absolute satisfaction of HRM:

- a) the Participant(s) provide HRM with a registered copy of the warranty deed or other acceptable transfer document showing a transfer of the Property from the Participant(s) to the new owners;
- b) any amounts due and owing under this Agreement for repayment of the Charge (including interests and penalties) during that portion of the term of this Agreement when the Participant(s) owned the Property have been paid in full; and
- c) the Participant(s) provide HRM with an original of the Assignment, Novation and Release that has been executed both by the Participant(s) and the new owner(s).

11.7 Should the Charge not operate as a lien against the Property for any reason other than its repayment in full, the Participant(s) shall nevertheless continue to be responsible and liable to pay over to HRM, in accordance with the account statement provided by HRM, an amount equal to the unpaid amount of the Charge, along with any applicable interest and penalties for missed payments, until this amount is paid in full. Should repayment proceed in this manner, the Participant(s) will continue to be liable to HRM for all of their obligations and liabilities under this Agreement notwithstanding the transfer of the Property to a new owner.

12. Default

12.1 HRM may declare the Participant(s) to be in default of this Agreement if the Participant(s):

- a) makes a materially false or misleading representation or submits materially false or misleading information to HRM;
- b) fails to install the Solar Energy Equipment in accordance with this Agreement;
- c) fails to make payment to HRM as it becomes due; or
- d) makes application to sever or subdivide the Property without first paying the remainder of the Charge and any applicable interest and penalties for missed payments.

12.2 In the event HRM has declared the Participant(s) to be in default of this Agreement pursuant to section 12.1, HRM may immediately exercise one or more of the following remedies:

- a) remove the Participant(s) from the Program;
- b) terminate its obligations under this Agreement;
- c) require immediate payment from the Participant(s) the Charge remaining against the Property and any applicable interest and penalties for missed payments; and
- d) pursue a court action to recover any damages or losses suffered by HRM.

13. General Terms

13.1 *HRM Solar City Program Office Contact.* Any documents required to be provided, or written demand or notice to be given to HRM under this Agreement will be delivered by email or by registered mail to the following address:

Attention: Solar City Program Officer

Solar City Program Office
Energy & Environment
Planning and Development
Halifax Regional Municipality
PO Box 1749, Halifax Nova Scotia, B3J 3A5

Or email

solarcity@halifax.ca

13.2 *Audit.* The Participant(s) will at all times during the term of this Agreement keep and maintain records generated or received by the Participant(s) in respect of (i) the Solar City Program Application, (ii) the Project Completion Report, (iii) this Agreement or (iv) the Sales Contract. The Participant will, at its own effort and expense, make such records available for inspection and audit by HRM at all reasonable times.

13.3 *Verification.* HRM reserves the right, exercisable on 5 business days' written notice to the Participant(s) and at its own effort and expense, to have an HRM representative or third party contractor verify that the installed Solar Energy Equipment accords with the particulars of the Project Completion Report. **By conducting such a verification, the HRM representative is not making any representations or warranties with respect to the installed Solar Energy Equipment, nor engaging in an inspection of the Property for the purpose of permits and approvals, and under no circumstance shall HRM be considered to have made a representation, warranty or inspection by the exercise of its verification rights under this section 13.3.**

13.4 *Assignment.* The Agreement binds HRM, the Participant (s) and their respective successors, heirs and assigns. HRM may assign this Agreement, in whole or part, without notice and for any purpose. The Participant(s) may only assign this Agreement with the written consent of HRM, with consent may be unreasonably withheld.

13.5 *No Waiver of Rights.* Any condoning, excusing or overlooking by a non-breaching party of any default will not operate as a waiver of the non-breaching party's rights hereunder in respect of any subsequent default.

13.6 *Governing Law.* The Agreement will be governed by the laws of the Province of Nova Scotia. Any dispute arising in respect of this Agreement will be determined by a court of competent jurisdiction in the Province of Nova Scotia.

13.7 *Consents.* The implementation and operation of the Program may require HRM to share the Participant's personal information with the Solar Contractor and the Participant's utility providers for electricity, oil, propane, natural gas and water. The Participant(s) hereby consent to the collection, use, storage and disclosure of the Participant's personal information by HRM, including, but not limited to, name(s), addresses, utility usage history and phone number, for the purpose of implementing and operating the Program. The Participant(s) understand and agree that data generated as a result of the Participant's involvement in Program may be combined with the data of other Program participants, with the resulting aggregation of data being released to the public in an open data format or via individual licenses. The Participant also consents to the public sharing of photographs taken of their solar installation for the purposes of marketing and/or education. No photographs displaying personal information, such as civic addresses or licence plates, will be used.

Participant(s) Initials _____ 
 Participant(s) Initials _____ 

13.8 *Media Interest.* The Program frequently receives enquiries from the media.

- a) Are you willing to be contacted by the media about your experience with the program? Y N 
- b) Are you willing to be showcased in a case study? Y N 

14. Signatures

The parties have executed this Agreement on the date it is signed by the last person to sign it, as is indicated by the date associated with that party's signature. This Agreement will become effective when all parties have signed it.

for Participant(s)		for Halifax Regional Municipality	
Participant # 1	_____	Name By:	_____
	Name (Print)	Title:	_____
Signature	_____ 	Signature	_____
Date	_____	Date	_____
Participant # 2	_____		
	Name (Print)		
Signature	_____ 		
Date	_____		