



**BATTERY STORAGE PILOT PROJECT PARTICIPATION AGREEMENT (the "Agreement")**

Customer Full Name(s) \_\_\_\_\_ (the "Customer")

Customer's Home Address \_\_\_\_\_ (the "Home")

bearing Property Identification Number (if applicable) \_\_\_\_\_

Customer's Email Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Model \_\_\_\_\_

Nova Scotia Power Incorporated ("NSPI") is commencing an innovative smart grid program based on the Utility and Review Board Decision (May 7, 2020) that permits NSPI to partner with customers in installing and testing various pieces of smart technology in customer's homes (the "Program"). NSPI is looking for customers in your area who are interested in having a battery storage system (the "Battery") installed in their home. The Program will run for ten (10) years from the date of signing and after that time, or when NSPI deems the Program complete (the "Term"), the Battery will remain in the Home, unless the customer chooses to have the Battery removed as per the guidelines as set out below. During the Term, NSPI will control the charging and discharging cycles of the Battery in order to conduct effective testing. During the times NSPI will have control of the Battery, a minimum 20% of the battery nameplate capacity for Customer backup power will be reserved in the case of an outage.

**NSPI Program Contact Information**

Phone: 902-428-6236  
Email: smartgrid@nspower.ca

Enter your email below to receive news, updates and promotions regarding NSPI's products and services. Should you wish to remove your name from our email list, please send an email to [unsubscribe@nspower.ca](mailto:unsubscribe@nspower.ca) with the word "unsubscribe" in the subject line.

Email: [ ]

**I/We, the Customer, confirm/acknowledge that:**

- I/we are the registered owner(s) of the Home and agree that the conditions below form part of the Agreement and that I/we will observe and perform the said conditions accordingly; and
- There are limited spaces available in the Program; the Program selection process is at the sole discretion of NSPI; I/we may not be selected to participate in the Program despite signing this Agreement; and NSPI is not required to provide any reasons for electing not to select me/us for the Program.

Dated \_\_\_\_\_, 2020

Agreed and accepted by **CUSTOMER:**

Agreed and accepted by **NOVA SCOTIA POWER INCORPORATED:**

\_\_\_\_\_  
Customer (Sign Above; Print Name Below)

Per: \_\_\_\_\_

\_\_\_\_\_  
Customer (Sign Above; Print Name Below)

\_\_\_\_\_  
Name:  
Title:  
I have authority to bind the company.

The Customer is to read and initial each page of this Agreement.

**AGREEMENT**

1. **Participation.** By signing this Agreement, the Customer agrees to be a participant in the Program which involves the installation of the Battery in the Home. The Battery is to be installed in the Home and will include the battery storage equipment required in order for the Battery to run effectively (the "Equipment"). The final list of Equipment will be confirmed closer to the installation date.
2. **Installation.** NSPI will provide all labour and materials for installation of the Equipment.
  - (a) NSPI reserves the right to refuse to install the Equipment, including where: i) the proposed installation site is unsafe and/or impractical; ii) NSPI determines, in its sole discretion, that the Customer has an unacceptable payment history with NSPI; iii) where the Home is deemed unsuitable by NSPI, in its sole discretion, for participation in the Program.

I/We have read the terms on this page \_\_\_\_\_ / \_\_\_\_\_  
(Customer Initials)

- (b) NSPI's installer shall meet with the Customer to inspect the Home and to determine the adequacy of the electrical panel and to ensure the Equipment can be installed in a convenient and safe location within the Home. Any modifications to the Home or additional materials required for installation of the Equipment or additional after-market goods shall be the sole responsibility of the Customer. NSPI will provide an estimate of any additional costs to be borne by the Customer to allow the Customer to determine whether to proceed with installation of the Equipment in the Home.
- (c) The Customer acknowledges that the Equipment must be installed as directed by the manufacturer of the Equipment and will be connected to the Home's electrical system. By accepting installation of the Equipment, the Customer agrees that neither NSPI nor its installer shall be liable for any damages that are caused as a result of any modifications to the Equipment or the Home, or as a result of the Customer's negligence (including negligence of any household member, agents, servants, employees, tenants, licensees, invitees, or independent contractors). For the Term of the Program, NSPI shall be responsible for damages relating to the installation of the Equipment and manufacturer's defects. Once the Program has concluded, NSPI shall no longer be liable for any damages whatsoever and the Customer shall bear sole responsibility for the Equipment.
- (d) The Customer acknowledges that the Equipment will remain with the Home if during the Term of the Program the Customer sells or vacates the Home for any reason. NSPI requires at least two weeks' written notice prior to the Customer's ceasing to live at the Home. In the event the new homeowner does not wish to accept the terms and conditions of this Agreement by executing a new agreement with NSPI or the parties have not come to an acceptable agreement regarding ownership of the Equipment, the Customer shall be responsible for the costs associated with the removal as per Paragraph 11 of this Agreement.
- (e) If the Customer chooses to make any renovations or modifications to the Home that would require temporary disconnection, relocation or reinstallation of the Equipment, any costs associated with such work will be at the Customer's sole cost.

3. **Backup Power.** NSPI agrees to connect certain appliances within the Home to the Equipment to provide such appliances with a backup power supply in the event of a power outage. The Customer will identify its preferred list of appliances to be connected to the Equipment and NSPI will determine which appliances may be connected to the Equipment, acting reasonably. NSPI's installer will connect the selected appliances to the Equipment. NSPI will reserve a minimum 20% of the battery nameplate capacity for Customer backup power. The Customer acknowledges that:

- (a) the Equipment will not provide an adequate backup power supply for the entire Home and will only provide for temporary backup power for certain items as identified above and will depend on each item's electrical load; and
- (b) neither NSPI nor its installer will be responsible for any damages of any kind whatsoever caused directly or indirectly by the failure of the Equipment to provide for a backup power supply in the event of power outage once the Program has concluded.

4. **Maintenance, Repair and/or Replacement.** NSPI will provide any regular service updates and maintenance of the Equipment during the Term of this Agreement. The Customer will promptly notify NSPI if other maintenance or repair of the Equipment is needed, particularly as described in Paragraph 5(f) below. Following such notice, and within a reasonable time, NSPI will make necessary repairs, or replacement, if necessary, during regular service hours. The cost for the repair(s) shall be the responsibility of NSPI unless repairs or replacement are due to: a) damage or other equipment failure due to causes beyond NSPI's control including, but not limited to, repairs necessary due to the negligence of the Customer or of her or his household members, agents, servants, employees, tenants, licensees, invitees, or independent contractors, the Customer's breach of this Agreement, abuse, vandalism, theft, fire, flood, or other insurance risks; b) any unauthorized modifications or alterations to the Equipment; or c) any defect in materials, suitability, workmanship or design of the materials associated with the Equipment that were not provided for or installed by NSPI under this Agreement. In no event shall NSPI be responsible for the repair or maintenance of any equipment or any other matter that was not a part of NSPI's installation of the Equipment. Once the Agreement has concluded, regular service updates, maintenance and any other operational requirements for the Equipment shall be the sole responsibility of the Customer.

5. **Access and Care.** NSPI will provide the Battery Owner's Manual (the "**Manual**") at time of installation and the Customer acknowledges and agrees that she or he will:

- (a) read the Manual and maintain the Equipment and adhere to the safety measures as provided in the Manual;
- (b) provide unobstructed access to the Equipment, including access to the electrical panel in the Home, for NSPI's regular service and maintenance, to NSPI, its installers, representatives, employees and agents for necessary maintenance, repair, removal and exchange, as applicable. NSPI will provide at least 24 hours' notice of an on-site visit, other than in the case of an emergency;
- (c) at all times take reasonable care of the Equipment and otherwise in compliance with the terms of the Manual and ensure that no combustible, hazardous or flammable materials are used or stored in the vicinity of the Equipment;
- (d) maintain effective operation of any appliances or systems that are connected to the Equipment;
- (e) provide advance notice to NSPI regarding any periods longer than 2 weeks during which the Home will be vacant during the Term; and
- (f) immediately contact NSPI in the event of any damage to the Equipment or in the event that the Customer notices any unusual activity or noises related to the Equipment.

Further, the Customer agrees that she or he will not:

- (g) permit removal, relocation, alterations, or repair of or tampering with the Equipment without the written permission of NSPI; and
- (h) allow any third party to access the Equipment or the Portal described in Paragraph 15 below for the purposes of retrieving Data (as defined in Paragraph 15 below).

I/We have read the terms on this page \_\_\_\_\_ / \_\_\_\_\_  
(Customer Initials)

6. **Confidentiality.** The Customer agrees not to disclose the contents of this Agreement, other than to a transferee of the Home, or disclose any Data to any third party, or to otherwise disclose any Confidential Information (as defined below) related to the Customer's participation in the Program in any forum (such as, for example, social media platforms) without NSPI's permission. Confidential information is defined as all terms of this Agreement, all information about the Equipment and all information related to the business or products not generally known to the public.
7. **Program Costs.** NSPI agrees that costs associated with the Program, including without limitation, NSPI labour, the Equipment and related costs, will be borne by NSPI. Notwithstanding the foregoing, the Customer shall be responsible to contribute to the capital cost of the Battery as further described in Schedule "A", payable prior to the installation or by way of monthly installments (the "**Capital Cost**"). The Customer shall be responsible for all electricity costs associated with the Equipment. Additional electricity costs associated with the use of the Equipment will likely not exceed \$50/year at current electricity rates. For the duration of the Program, the Customer shall also be responsible to maintain a high-speed internet connection with the Customer's internet provider. Unless expressly provided elsewhere in this Agreement, the Customer will not be responsible for any further costs related to its participation in the Program.
8. **Term.** As defined above, the Term of this Agreement shall run for ten (10) years from the date of signing or until NSPI deems the Program complete. At the end of the Term, the Customer may either: (a) request removal of the Equipment; or (b) leave the Equipment in place, whereupon ownership of the Equipment will be transferred to the Customer in accordance with Paragraph 9 below.
9. **Ownership Transfer.** If the Customer elects to leave the Equipment in the Home upon expiry of the Term, and provided that the Customer is not in default under this Agreement, ownership of the Equipment will automatically transfer to the Customer upon expiry of the Term and once the Capital Cost is paid in full. The Customer agrees that: (a) NSPI or its installer will be permitted to visit the Home to access the Equipment to reconfigure the Equipment as necessary due to the conclusion of the Program; (b) the Equipment will be transferred to the Customer "as is" with no warranties, express or implied, from NSPI and the Customer will assume sole responsibility for the Equipment; and (c) the Customer will enter into and deliver such further agreements, assurances or things as may be necessary to transfer ownership of the Equipment to the Customer. Unless otherwise expressly provided in this Agreement, once the Term has expired and NSPI has made any necessary reconfigurations to the Equipment, this Agreement shall terminate and will be of no further force and effect, excepting any clauses which expressly survive termination, and NSPI will have no further obligations to the Customer or in relation to the Equipment.
10. **Termination.** NSPI may cancel the Program and terminate this Agreement at any time, or otherwise terminate this Agreement for the Customer's failure to comply with any provision of this Agreement. Upon termination, NSPI has the right, but not the obligation, to disconnect the Equipment, remove the Equipment and/or pursue any other remedies at law. NSPI's failure to exercise these rights is not a waiver of default or any future default. Upon an event of termination by NSPI in connection with any Customer default under this Agreement, the Customer will pay to NSPI the Removal Fee as described below in Paragraph 11. In the event the Customer is not in default of this Agreement and NSPI cancels the Program prior to the scheduled end date, NSPI will remove the Equipment at no cost to the Customer, or offer to sell the Equipment to the Customer at a reasonable cost.
11. **Request for Removal and Termination Fees.** If the Customer elects to terminate this Agreement prior to the expiry of the Term for any reason, the Customer shall pay to NSPI: (a) any outstanding amounts due under this Agreement, including, without limitation, any amounts owing related to repairs necessitated by the negligence of the Customer or of her or his household members, agents servants, employees, tenants, licensees, invitees, or independent contractors; and (b) a removal fee in an amount representing the actual cost of removal of the Equipment, as well as reimbursement for all costs associated with the installation of the Equipment (the "**Removal Fee**"). The Customer will pay the Removal Fee within 30 days of receipt of an invoice from NSPI.
12. **Customer Obligation on Removal.** Upon an event of termination, or upon a request by the Customer for removal of the Equipment in accordance with Paragraph 11, the Customer shall arrange for the admittance of an NSPI installer to the Home for the purpose of removing the Equipment. The Customer acknowledges that no repairs to interior surfaces will be made by the NSPI installer following removal of the Equipment.
13. **Ownership of Equipment.** Unless ownership of the Equipment has transferred to the Customer as described in Paragraph 9, the Equipment shall be and remain the property of NSPI and shall not be or become fixtures and/or part of the Home. For greater certainty, the Equipment shall remain personal property of NSPI even though it may become affixed to the Home. The Equipment shall not form or be part of any security or be encumbered under any mortgage, charge, lien, or other encumbrance of any kind or nature whatsoever of the Home or of anything therein contained; nor shall the Equipment of NSPI be liable to be seized for arrears or taxes, or under execution, bankruptcy proceeding or other legal process against the Customer.
14. **Security Interest.** The Customer agrees that NSPI may register its interest in the Equipment against the Customer and/or title to the Home (the "**Registration**"). To the extent permitted by law, the Customer agrees to waive any right to receive a copy of the Registration. If ownership of the Equipment is transferred to the Customer as described above in Paragraph 9, NSPI will discharge the Registration within a reasonable period after ownership transfer.
15. **Data.** During the Term, NSPI will be collecting data, including usage data, related to the Home's power distribution system and its connection to the Equipment (the "**Data**"). The Data will be transmitted through the third party vendor, operating and maintaining the open-platform network of distributed home batteries (the "**Vendor**"), to NSPI (the "**NSPI Connection**") via either NSPI's cellular data network or through the use of the Customer's high-speed Wi-Fi. NSPI is the sole owner of the Data. The Data will be shared with the Vendor, MPower and NSPI certified installers and NSPI agrees to provide the Customer with access to certain portions of the Data (the "**Shared Data**") via an internet portal (the "**Portal**"). Within a reasonable period after installation of the Equipment, the Customer will be provided with access to the Portal. The Customer acknowledges that her or his participation in the Program serves as consent to the collection of her or his personal and other information by the NSPI, subject to NSPI's privacy policy (which can be accessed at <http://www.nspower.ca/en/home/privacy-policy/default.aspx>).
16. **Equipment Control.** The Customer acknowledges that NSPI will have control of the Equipment at all times, save any periods of network outage, via the NSPI Connection. NSPI will exercise control of the Equipment to, among other things, increase or reduce charging, and power on and off the Battery. NSPI will reserve a minimum 20% of the battery nameplate capacity for Customer backup power.
17. **Program Changes.** The Program is subject to change by NSPI from time to time during the Term. NSPI shall provide reasonable notice to the Customer of such changes.

18. **Collection of Personal Information.** The Customer's personal information as contained in this Agreement and any related documentation is collected by NSPI for the purpose of assessing the Customer's ongoing suitability to participate in the Program and evaluating the Program, and shall be used only for that purpose or a consistent purpose. NSPI will not knowingly share your personal information with third parties without your permission. The Customer acknowledges that her or his participation in the Program serves as consent to the collection of her or his personal and other information by the manufacturer (for Powerwall installations being Tesla, MPOWER, and NSPI's Certified Installers and for Sunverge installations being Sunverge, LG Chem and LG Electronics), subject to Tesla's privacy policy (which can be accessed at <https://www.tesla.com/about/legal>) and Sunverge's privacy policy (which will be provided to the Customer upon installation) for the duration of the Term. If the Customer has any questions about the collection or use of her or his information, she or he may contact NSPI at any time.
19. **Liability.** NSPI shall not be liable for any direct, indirect, special or consequential damages to any persons or property in connection with NSPI's supply of electricity to the Customer (including any interruption or disconnection thereof). NSPI assumes no risk and shall not be liable for any property damage or personal injury resulting from an act of God or from accidents, negligence or other actions of any person not employed by NSPI
20. **Warranties.** Except as expressly stated herein, or as provided by the manufacturer or installer of the Equipment, to the extent permitted by law, any warranties or guarantees provided under applicable legislation are hereby excluded.
21. **Insurance.** The Customer agrees that it will notify its insurer regarding the installation of the Equipment in the Home and the Customer agrees that during the Term, the Customer shall, at her or his sole expense, take out and maintain in full force and effect, homeowner's insurance appropriate to cover the full replacement cost of the Equipment and any property damage or personal injury that may occur in connection to the Equipment. The Customer will provide proof of insurance to NSPI upon request. Any increase in insurance premiums are for the account of the Customer.
22. **Sale of Home.** A sale or transfer of the Home shall be considered an early termination of this Agreement by the Customer and be considered a request for removal of the Equipment and require the payment of the Removal Fee described in Paragraph 11 unless the Customer arranges for the transferee of the Home to assume all of the Customer's rights and obligations under this Agreement. The transferee will be required to sign a new agreement with NSPI in order for the transfer to be effective. NSPI will permit the transferee of the Home to assume the Customer's rights and obligations under this Agreement, effective from the date of sale or transfer, provided that:
- (a) the Customer notifies the transferee in the sale or transfer agreement that the Equipment is owned by NSPI and is subject to this Agreement;
  - (b) the Customer notifies NSPI 30 days in advance of the sale or transfer of the transferee's name and intended date of sale or transfer;
  - (c) the Customer notifies NSPI 30 days in advance of the sale or transfer of the address and telephone number where the Customer can be contacted after the date of sale or transfer;
  - (d) the transferee agrees in writing to assume the Customer's obligations under this Agreement; and
  - (e) the Customer has paid any amounts owing under this Agreement.

The Customer consents to the disclosure of this executed Agreement to the transferee and authorizes NSPI to respond to information requests relating to this Agreement made by or on behalf of the transferee.

23. **Notices and Communications.** For regular communications between the parties, each party will contact the other party using the email address or telephone number provided above, except:
- (a) where written notice is required by this Agreement (other than in relation to default notices), each party will contact the other party using the other party's email address provided above; or
  - (b) in the event of an emergency, the Customer will contact NSPI using NSPI's telephone number provided above.

Either party may change its email address or phone number by email to the other party. Any notice given by email will be conclusively deemed to have been received when the recipient acknowledges having received the email.

24. **Default Notices.** Any demand or notice related to any default under this Agreement by the Customer may be made or given to the Customer by personal delivery or by registered mail to the Home. Any demand or notice related to any default under this Agreement by NSPI may be made or given to NSPI by personal delivery or registered mail addressed to NSPI as follows:

Nova Scotia Power Incorporated  
Attention: Legal Services  
PO Box 910  
Halifax, NS B3J 2W5  
Facsimile: (902) 428-4006

Any demand or notice given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof, and if given by registered mail, on the third business day following deposit thereof in the mail.

25. **Joint and Several.** If more than one person is named as Customer, each person is individually liable, and all are collectively liable, for all obligations imposed on the Customer by this Agreement.
26. **Gender.** This Agreement shall be read and construed with all the changes of gender and number of the party or parties referred to in each case as required by the context.
27. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, administrators, successors and assigns. The Customer agrees that no affirmation, representation or warranty by any agent, employee, or representative of NSPI or its installer(s) shall bind NSPI or be enforceable by the Customer unless it is specifically included in this Agreement. This Agreement may not be waived, altered or modified except by written agreement of both of the parties. This Agreement contains the entire Agreement between the parties.

I/We have read the terms on this page \_\_\_\_\_ / \_\_\_\_\_  
(Customer Initials)

- 28. **Responsibility Statement.** NSPI agrees that any services to be performed by NSPI as provided for in this Agreement will be performed in accordance with recognized professional standards.
- 29. **Clauses Surviving Termination.** Any indemnification, ownership and confidentiality provisions in this Agreement shall survive any termination of this Agreement.
- 30. **Invalidity of Provision.** The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable from the remainder of this Agreement.
- 31. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
- 32. **Electronic Signature.** This Agreement may be signed by electronic signature and shall have the same force and effect as a handwritten signature.

**SCHEDULE "A"**  
**Capital Cost**

1. Tesla Powerwall (13.5kWh available energy) = \$3,000 or \$25/month for 10 years at 0% financing
2. Sunverge Infinity (18.6kWh available energy) = \$4,200 or \$35/month for 10 years at 0% financing