**EPCOR Distribution & Transmission Inc.**

**Representation and Warrant Document for Historic Usage Information Exchange**

This Agreement effective this day of **,** 20.

Between:

**EPCOR Distribution & Transmission Inc**., a body corporate with an office in the City of Edmonton, in the Province of Alberta (hereinafter referred to as “EDTI”)

 -and-

**.,** a body corporate with an office in the City of , in the Province of  (hereinafter referred to as the “Retailer”)

WHEREAS the Retailer is a party to a Distribution & Transmission Inc. Service Agreement with EDTI and is bound by the obligations and liabilities under the Distribution & Transmission Inc. Service Agreement and EDTI Terms and Conditions;

AND WHEREAS the Retailer may request EDTI to disclose to the Retailer site-specific historic usage information pursuant to Alberta Utilities Commission (“AUC”) Rule 10;

AND WHEREAS the Retailer's request for historic usage information must be accompanied by a Representation and Warrant Document that will be relied upon by EDTI as being demonstrative proof that customer consent was obtained by the Retailer each time the Retailer makes a request for historic usage information pursuant to AUC Rule 10;

AND WHEREAS this Agreement constitutes a Representation and Warrant Document pursuant to AUC Rule 10;

AND WHEREAS the Retailer acknowledges that EDTI is relying upon information provided by the Retailer in disclosing historic usage information to the Retailer;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. DEFINITIONS

In this Agreement, the following words and phrases mean:

* 1. “party” means the Retailer is a party to EPCOR Distribution & Transmission Inc. Service Agreement with EDTI and is bound by the obligations and liabilities under the EPCOR Distribution & Transmission Inc. Service Agreement and EDTI Terms and Conditions for EDTI Distribution & Transmission Service.
	2. “Agreement” means this instrument and all schedules and appendices hereto which are added by agreement of the parties, as well as any amendment from time to time as administered by EDTI.
1. TERM AND TERMINATION

This Agreement shall commence on the date first written above and will continue until:

* 1. the termination of the EPCOR Distribution & Transmission Inc. Service Agreement to which the Retailer is a party;
	2. the mutual written agreement by the Retailer and EDTI to terminate this agreement;
	3. a governing body, having appropriate jurisdiction, orders the termination of this Agreement; or
	4. 30 days after EDTI provides written notice to the Retailer that EDTI is unilaterally terminating this Agreement.
1. SERVICES TO BE PROVIDED

Under the terms of this Agreement, EDTI may provide historic usage information regarding end-use customers at the request of the Retailer.

1. EDTI WARRANTY

The Retailer acknowledges that EDTI makes no representation or warranty to the Retailer regarding the accuracy of any historic usage information provided to the Retailer by EDTI.

1. RETAILER WARRANTY

Each time that the Retailer requests EDTI to disclose to the Retailer site-specific historic usage information, the Retailer represents and warrants to EDTI as follows:

* 1. The Retailer has obtained from each of the customers to which the requested historic usage information relates, all consents that are required under all applicable laws, for EDTI to disclose to the Retailer, and for the Retailer to receive from EDTI such historic usage information.
	2. Where a Retailer is required to obtain consent, such consent must be written in a hard copy or in an electronic form so that it is verifiable. The Retailer will retain records of all consents in a form that verifies proof of consent in accordance with applicable laws, and will produce those records on request by EDTI or the Market Surveillance Administrator, as defined in the *Electric Utilities Act* (Alberta), as amended, or any authorized government agency.
	3. The Retailer will maintain the confidentiality of, and will not use or disclose, the requested historic usage information, except in accordance with all the applicable laws.
1. INDEMNIFICATION

The Retailer shall indemnify and save harmless EDTI, its directors, officers, agents, employees and representatives (collectively, the “EDTI Parties”) from and against all suits, actions, legal or administrative proceedings, claims, demands, proceedings, losses, damages, liabilities, costs and expenses (including all legal costs on a solicitor and his own client basis and other professional fees and disbursements, interest, penalties and amounts paid in settlement) suffered or incurred by the EDTI Parties, or any of them, or which may be brought against or suffered by the EDTI Parties, or any of them, or which the EDTI Parties, or any of them, may sustain, pay or incur as a result of or arising directly or indirectly out of or in connection with any breach by the Retailer of, or any inaccuracy of, any of these representations or warranties of the Retailer, except to the extent that such breach or inaccuracy was a result of or arose directly or indirectly out of or in connection with any negligence or wilful misconduct of the EDTI Parties.

1. ASSIGNMENT

The Retailer shall not, without the written consent of EDTI, which consent EDTI may in its discretion withhold, assign the benefit of or delegate its obligations under this Agreement in whole or in part.

1. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the Retailer and EDTI. The parties shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No additional charges, amendments or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing and signed by both parties.

1. NOTICE

Any notices or other documents required or permitted to be given under this Agreement shall be in writing and signed by the party giving such notice and shall be deemed to have been received on the date given when hand delivered, or 5 days after mailing when mailed or on the date if transmitted by fax or electronic mail. Notices shall be effective if given as provided herein and to the following persons or at such other addresses as the parties may from time to time advise each other in writing.

To EDTI:

 EPCOR Distribution & Transmission Inc.

 8743 58 AVE NW,

 Edmonton, Alberta, T6E 5W4

Attention: Jennifer Rolph

 Phone: 1-780-412-4506

 Email: jrolph@epcor.com

Alternate Name: Christine Harkness

 Phone: 1-780-412-3875

 Email: charkness@epcor.com

To Retailer:

 **Retailer/Billing Company Name**

 **Address** ,

 **City**, **Province**  **Postal Code**

Attention: **Name of Responsible Party**

 Phone: **Phone Number**

 Email: **Contact email address**

 Alternate Name: **Name of Responsible Party**

 Phone: **Phone number**

 Email: **Contact email address**

FORCE MAJEURE

In the event either party is delayed or unable to perform any part of its obligations under this Agreement due to labour disputes, strikes, walkouts, unusual delay by common carriers, unavoidable catastrophe, or circumstances of any kind beyond the control of such party including without restricting the generality of the foregoing, acts of God, fire, war governmental regulations, or otherwise, such party shall be excused from the performance of such obligation to the extent that performance is prevented, hindered or delayed by such causes. Upon the occurrence of these events, the affected party shall notify the other party of the same and use its reasonable efforts to remedy or correct the delay or failure to perform as soon as possible. In no circumstances shall the party delayed, hindered or prevented from performing any part of its obligations be liable to the other party for any damages, howsoever sustained by the other party or for any failure to perform any act, or non-performance of any obligations due to these circumstances.

1. SEVERABILITY

Any term, condition or provision of this Agreement, which is or shall be deemed to be void, prohibited or unenforceable, shall be severable and be ineffective to the extent of such voidance, prohibition or unenforceability without in any way invalidating the remaining terms, conditions or provisions; and any such voidance, prohibition or unenforceability shall not invalidate or render unenforceable, any other term, condition or provision.

1. WAIVER

The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement or to exercise any rights under same shall not constitute a waiver or relinquishment of any such terms, conditions or rights. The mere passage of time or the giving of notices or the execution of revisions, modifications or extensions to this Agreement shall not affect other terms, conditions or rights in and under this Agreement unless expressly stated.

1. HEADINGS

The insertion of headings in this Agreement is for convenience only and shall not affect the interpretation.

1. INUREMENT

This Agreement shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns.

1. INTERPRETATION

Words importing the singular number shall include the plural and vice versa. Words importing the neuter gender shall include the masculine and feminine genders, and words importing personal shall include firms and corporations and vice versa.

1. TIME OF THE ESSENCE

Time shall be of the essence in this Agreement.

1. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Alberta and the Retailer and EDTI irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta. Furthermore, conflict of laws principles or rules that would impose the laws of any jurisdiction other than the laws of Alberta on the construction of this Agreement shall be excluded. The Retailer agrees that a judgment, after exhaustion of all available appeals, in any action or proceeding under this Agreement is conclusive and binding upon the Retailer and may be enforced in any other jurisdiction by a suit upon that judgement, a certified copy of which is conclusive evidence of the judgement.

In WITNESS WHEREOF this Agreement has been signed by the duly authorized officers of the parties hereto effective on the day and year first above written.

PER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and Position of Authorized Agent Printed Name of Authorized Agent

EPCOR Distribution & Transmission Inc. EPCOR Distribution & Transmission Inc.

PER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature and Position Printed Name of Witness

EPCOR Distribution & Transmission Inc. EPCOR Distribution & Transmission Inc.

PER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and Position of Authorized Agent Printed Name of Authorized Agent

**RETAILER NAME** **RETAILER NAME**

PER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature and Position Printed Name of Witness

**RETAILER NAME** **RETAILER NAME**