

Dual-energy contract: Your obligations and how to transfer them



A dual-energy contract includes long-term commitments.

If you sell your property, these obligations remain in effect.

To avoid the financial consequences of breaching your dual-energy contract, this guide explains your responsibilities and **how to properly transfer your contract when selling your property.**

Your commitment at a glance

By enrolling in the dual-energy program, you agreed to:

- Use the dual-energy system at the dual-energy rate for **at least ten (10) years** from the date you enrolled in this rate
- Maintain the dual-energy installation that complies with the electrical distributor's technical requirements for the dual-energy rate
- Allow Énergir and the electrical distributor access to verify the compliance of the dual-energy system
- Comply with the terms and conditions of any **grants received**

What you need to know

These commitments are tied to the person who signed the contract and remain in effect even if the property is sold. As a result, the buyer must assume them when purchasing the property.

If these commitments are not met, Énergir may require repayment of grants paid out on behalf of its partners, prorated based on the number of months remaining under the dual-energy contract.





Selling a property: How to avoid breaching the contract

✓ As the seller, you must:

- Inform the buyer that the property is subject to a dual-energy contract and a 10-year commitment.
- Provide the buyer with the following documents:
 - Dual-energy contract
 - Information about the equipment
- Include a clause in the **deed of sale, deed of assignment or business transfer agreement** stating that the buyer agrees to assume the obligations arising from the dual-energy contract, such as: ***"The buyer acknowledges that the property is equipped with a dual-energy heating system installed under Énergir's dual-energy contract. The buyer agrees to continue using the dual-energy system and to remain enrolled in the electrical distributor's dual-energy rate for the remainder of the ten (10)-year commitment, calculated from the original enrollment date. The buyer assumes all obligations set out in the contract, including those relating to system compliance, any required inspections and the financial consequences of non-compliance."***¹

✓ The buyer must:

- Upon signing the notarized deed, explicitly agree to assume the remaining obligations under the dual-energy contract.²
- Open an account with Énergir and the electrical distributor.
- Notify Énergir of the transfer of obligations as soon as possible.

⚠ If the commitment is not honoured

Two scenarios are possible:

- ➊ **The buyer accepts the transfer of obligations but fails to honour the commitment.**
The buyer may be held responsible² for repaying all or part of the grants.
- ➋ **The buyer refuses the transfer of obligations and fails to honour the commitment.**
The seller may be held responsible for repaying all or part of the grants.

Best practices

- Inform all parties (buyer, notary, utility providers, etc.) as early as possible.
- Request that an **explicit transfer clause be included in the sale agreement.**
- Consult a **legal professional (notary or lawyer).**

Need help?

Our teams are here to assist you throughout the process.

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¹ This suggested wording is provided for informational purposes only and does not constitute legal advice. It does not take into account all relevant facts, the specific characteristics of the property or the requirements of applicable law. The final wording of the deed and any related clauses must be prepared and validated by a notary or other qualified professional, who can adapt the provisions to the specific circumstances and ensure their validity and enforceability.

² **Limits of the transfer of obligations:** Even if the buyer assumes the obligations under the notarized deed or any assignment agreement, this does not release the original signatory from their obligations toward Énergir. Consequently, if the buyer fails to comply with the commitments under the dual-energy contract, Énergir reserves the right to exercise all available remedies, including seeking recovery of any amounts owing from the original signatory where applicable, in accordance with the contract terms.