**SUBMIT BY EMAIL (PDF WITH SIGNATURE)**

**TO CONTRACT MANAGEMENT:**

FIT.Contract@ieso.ca

Capitalized terms not defined herein have the meaning ascribed thereto in the FIT Contract, and for the purposes of FIT Contract versions 3.1, 4.0.2, and 5.0.2, “IESO” refers to the Sponsor.

 [ ]  This is a new Force Majeure event, start date: <insert date, if applicable>

 [ ]  This is an update to an existing Force Majeure No.: <insert the Force Majure #>

 [ ]  This is a termination Notice, termination date: <insert date, if applcable>

| Date | <insert date> |
| --- | --- |
| Legal Name of Supplier | <insert legal name of Supplier> |
| FIT Contract Identification # | <insert FIT Contract ID #> (the “FIT Contract”) |
| Contract Date | <insert Contract Date> |
| FIT Contract Version | [ ]  Version 1.3 [ ]  Version 1.5 [ ]  Version 2.1.1 [ ]  Version 3.0.1 [ ]  Version 3.1 [ ]  Version 4.0.2 [ ]  Version 5.0.2 |
| Force Majeure No. | <insert the Force Majeure #> |
| Title of Force Majeure | <insert a brief description of the Force Majeure> |

Pursuant to Section 10.1(b) of the FIT Contract, the Supplier is hereby submitting this completed Prescribed Form – Notice of Force Majeure (and in the case of FIT Contract versions 3.1, 4.0.2, and 5.0.2, “Notice”) to the IESO. The Supplier agrees and consents that the IESO may disclose any information contained in this Prescribed Form – Notice of Force Majeure, the FIT Contract or related documentation to any Person for the purpose of assessing this Force Majeure claim and such disclosure shall not constitute a breach of Article 7 of the FIT Contract.

The Supplier represents and warrants that all of the information in this Prescribed Form – Notice of Force Majeure, including all documentation provided herewith, is complete, true and accurate, and there is no material information omitted from this Prescribed Form – Notice of Force Majeure that makes the information contained herein misleading or inaccurate.

The Supplier acknowledges and agrees that this Prescribed Form – Notice of Force Majeure is being delivered to the IESO solely for the purposes of the FIT Contract. It does not constitute a notice for any other purpose, including, without limitation, to meet an obligation to provide notice to the System Operator pursuant to the IESO Market Rules.

| Supplier: <insert legal name of Supplier> |
| --- |
| Signature: |
| Name:       |
| Title:       |
| I have the authority to bind the Supplier. |
| Dated this       day of       , 20   |

| 1. **Description of the events leading to Force Majeure.**

Provide reasonably full particulars of the cause and timing of the events relating to the invoked Force Majeure. Also provide documentary evidence of the same, including without limitation, the following: newspaper articles, correspondence, emails, notes, reports, memoranda and any other documentation relevant to establishing Force Majeure. |
| --- |
| <insert description of the events leading to the invoked Force Majeure> |

| 1. **Effect of Force Majeure.**

Provide reasonably full particulars of the effect of the Force Majeure on the Supplier’s ability to fulfill its obligations under the FIT Contract. Also provide documentary evidence of the same, including without limitation, the following: reports, policy documents, correspondence, emails, notes, memoranda and any other documentation relevant to establishing the effect of Force Majeure. |
| --- |
| <insert description of the effect of the invoked Force Majeure> |

| 1. **Cost of alternatives available to remedy or remove the Force Majeure.**

Provide reasonably full particulars of the alternatives available to the Supplier to remedy or remove the Force Majeure, together with an estimation of the related costs with respect to each alternative. Also provide documentary evidence of the same, including without limitation, the following: written cost estimates, legal or professional opinions and reports, municipal or other government policy documentation, and any other documentation relevant to establishing the cost. |
| --- |
| <insert description of available alternatives and the associated costs> |

| 1. **Commercially Reasonable Efforts**

Provide reasonably full particulars of efforts, if any, undertaken or contemplated by the Supplier to remedy or remove the Force Majeure. Also provide documentary evidence of the Commercially Reasonable Efforts listed, including, without limitation, the following, as applicable: meeting requests with municipal officials, notes from meetings or telephone calls, minutes of meetings, letter or email correspondence with third parties, copies of reports, policies, proposals, newspaper articles, and any other documentation relevant to establishing the Commercially Reasonable Efforts. |
| --- |
| <insert description of the effect of Commercially Reasonable Efforts> |

***(Use separate attachments or extra pages, as necessary)***