**Submit By E-mail (pdf with signature) To CONTRACT MANAGEMENT:**

contract.management@ieso.ca

Capitalized terms not defined herein have the meanings ascribed thereto in the Contract.

Pursuant to Article 11 of the Contract, the Supplier is hereby submitting this completed Prescribed Form – Notice of Force Majeure to the Buyer.

 [ ]  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 Majeure #

 [ ]  This is a termination Notice, termination date: insert date, if applicable

| Date | insert date |
| --- | --- |
| Legal Name of Supplier | insert legal name of Supplier (the “Supplier”) |
| Name of Facility | insert name of Facility |
| Contract Title | insert contract title or Contract ID, as applicable (the “Contract”) |
| Contract Date | insert Contract Date |
| Force Majeure No. | insert Force Majeure no. |
| Title of Force Majeure | insert title of Force Majeure |
| Type of Force Majeure | [ ]  Acts of God / Extreme Weather [ ]  Delays / Disruptions to Fuel Supply[ ]  Labour Disputes [ ]  Licenses / Permitting[ ]  Legal Order / Legislation [ ]  Other (specify):       |

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

The Supplier acknowledges and agrees that this Prescribed Form – Form of Force Majeure Notice is being delivered to the IESO solely for the purposes of the 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 and, if applicable, by signing this form using electronic signature, I agree to the content, terms and conditions set out in the document on behalf of the Supplier. |
| Dated this insert day day of insert month , insert year |
| The signatory must be either a signatory of the Contract, a person authorized to receive Notices, or the Company Representative. If not, a Form of Certificate of Incumbency must be submitted with this form. |

| 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 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)***