

Terms of Agreement

1425445 Ontario Limited (“*Utilities Kingston*”) owns bulk water filling stations at 2754 Creekford Road and at 947 Highway 2 (each a “*water filling station*” and collectively the “*water filling stations*”). Each *customer* must fully complete and submit this agreement prior to using either of the *water filling stations*.

1. FOBs

- (a) The *customer* must pre-pay funds to its bulk water account with *Utilities Kingston*.
- (b) The *customer* must give access to its bulk water account to each of its assigned FOBs.
- (c) The *customer* must monitor the balance on its bulk water account at the *water filling station*.
- (d) The *customer* may make payments over the phone by credit card by calling 613-546-1181 x2337 or visiting the *Utilities Kingston* website as of February, 2024. Please allow 48 hours for payment processing.

2. PIN Numbers

- (a) The *customer* must assign a PIN to its FOB.
- (b) The *customer* may use its PIN on all FOBs if the *customer* has more than one FOB.

3. Additional/Lost/Damaged FOBs

- (a) The *customer* is solely responsible for loss of or damage to its FOBs.
- (b) The *customer* must immediately notify *Utilities Kingston* when it becomes aware that a FOB has been lost so that *Utilities Kingston* may deactivate it.
- (c) If the *customer* requires a replacement or additional FOB, the *customer* must pay the fee established by *Utilities Kingston*, published on the *Utilities Kingston* website or set out in *City of Kingston By-Law Number 2012–22*.

4. Refund of Unused Balance

- (a) The *customer* may request that *Utilities Kingston* refund an unused balance on its

water filling account.

- (b) If the *customer* requests that *Utilities Kingston* refund an unused balance on its water filling account, the *customer* must pay the fee established by *Utilities Kingston*, published on the *Utilities Kingston* website or set out in *City of Kingston By-Law Number 2012–22*, and hereby authorizes *Utilities Kingston* to deduct the amount of such fee from the *customer's* water filling account for that purpose.
- (c) *Utilities Kingston* will refund to the *customer* an unused balance on its water filling account by issuing a cheque within 10 business days.

5. Care and Operation at the Water Filling Station

- (a) The *customer* and its employees, contractors and other FOB users (each a “*user*” and collectively, “*users*”) may enter on and use, on a non-exclusive basis, the *water filling stations*, provided that the *customer* complies with, and ensures that all of its *users* comply with, all terms of this agreement.
- (b) When the *customer* or its other *users* uses a *water filling station*, it must pay the rates established by *Utilities Kingston*, published on the *Utilities Kingston* website or set out in *City of Kingston By-Law Number 2012–22*, and hereby authorizes *Utilities Kingston* to deduct the amount of such rates from the *customer's* water filling account for that purpose.
- (c) The *customer* is liable for the acts and omissions of its other *users*.
- (d) The *customer* must indemnify and hold harmless *Utilities Kingston* from and against any and all liability, by whomever made, including for third party bodily injury (including death), personal injury and property damage, in any way arising from, based upon, or attributable to anything done or omitted to be done by the *customer* or any *user* in the course of performance of the *customer's* obligations or otherwise in connection with this agreement.
- (e) The *customer* represents and warrants that it accepts the *water filling stations* on an “as is” basis from and after the execution of this agreement and that it has satisfied itself as to the conditions of the *water filling stations* for its purposes.
- (f) In exercising its rights under this agreement, the *customer* and its other *users* must act in a prudent, expeditious and reasonable manner so as to minimize, to the extent reasonably possible, interference with *Utilities Kingston's* and any other users of the *water filling stations*.
- (g) The *customer* and its other *users* must not bring into or permit to be present in a *water filling station* any pollutants, except to the extent in compliance with and

within level permissible under law.

- (h) All property, whether belonging to the *customer* or one of its other *users*, brought or kept on a *water filling station* will be so brought or kept at the sole risk of the *customer*.
- (i) A *user* must follow the instructions mounted inside the control box or displayed elsewhere at a *water filling station*.
- (j) When a *user* has completed filling a tank, the *user* must properly disconnect from the *water filling station*, close the control box door, and ensure the control box is properly latched.
- (k) If the *customer* or one of its other *users* breaches an obligation under this agreement or identifies any other problem at a *water filling station*, the *customer* must contact Utilities Kingston at 613-546-1181 x2337.
- (l) *Utilities Kingston* may restrict or revoke the licence granted to the *customer* under this agreement or may terminate this agreement at any time by giving notice to the *customer* at the contact information set out above in this agreement, provided that section 4 and clauses 5 (b), (c) and (d) will survive any termination of this agreement.**

I, _____, the *customer*, hereby agree to the above terms of this agreement.

Utilities Kingston Office Use	
Processed By:	Date: