

## Utilities Kingston Solar Domestic Hot Water (SDHW) System Rental Agreement Terms and Conditions

1. The customer agrees to rent the Solar Domestic Hot Water ("SDHW") system on the terms set forth in this rental agreement. The SDHW system includes all solar collector panels, tanks, pumps, controls, and other associated components supplied by Utilities Kingston. The term of this rental agreement begins seven days from release of the SDHW system to the customer or the customer's installer. Unless otherwise terminated by Utilities Kingston, the term of this agreement shall be three years (36 months).
2. Upon the expiry of the term, this rental agreement shall continue on a month to month basis unless otherwise terminated by the customer or Utilities Kingston. If the SDHW system is to be removed, either at the request of the customer or as deemed necessary by Utilities Kingston, the customer will be responsible for removal costs. The customer may have the SDHW system removed by themselves or a contractor, and agrees to return it to Utilities Kingston in the same condition as it was delivered, (normal wear and tear excepted). Utilities Kingston is not obligated to replace the SDHW system with alternate equipment or appliances.
3. The customer will have a "buyout" option on the existing SDHW system at any time, on an "as is, where is" basis, without any recourse, representation, warranty or condition from Utilities Kingston. Prices are set by Utilities Kingston.
4. The customer specifically agrees that Utilities Kingston may transfer ownership of the SDHW system to the customer at any time upon written notice customer for said transfer, at any time upon written notice to the customer without right of refusal on an "as is, where is" basis, without any recourse, representation, warranty or condition from Utilities Kingston. The agreement shall be terminated immediately upon the giving of such notice except for sections 5, 6 and 9 which shall survive termination.
5. Utilities Kingston shall have no liability arising out of, connected with, or resulting from the SDHW system and its use, including and without limitation, the manufacture, selection, delivery, installation, possession, operation, failure, or return of the SDHW system and related installed components. **Utilities Kingston will not be responsible for damages resulting from a malfunctioning or leaking SDHW system.**
6. The customer indemnifies and holds harmless Utilities Kingston against all liability or causes of action related to the installation and operation of the SDHW system by the customer or the customer's chosen installation. Utilities Kingston will not be responsible for damages resulting from installation and operation of the SDHW system and the customer hereby waives all claims they may have relating to installation and operation of the SDHW system.
7. The cost and method of installation of the SDHW system shall be the responsibility of the customer, but the customer agrees to ensure that the SDHW system is installed in accordance with the manufacturer's installation instructions.
8. If you sell your premises, you agree to inform the purchaser that the SDHW system is rented pursuant to this agreement. You will be released from your obligations under this agreement, effective from the date of sale, so long as (i) the purchaser is notified in the agreement of purchase and sale that the SDHW system is rented, (ii) you have notified Utilities Kingston in advance of the purchaser's name and the intended date of sale, (iii) the purchaser agrees in writing or by conduct to rent the SDHW system on our then current terms and conditions and (iv) you have paid us all other amounts owing under this agreement. A standard application fee will be charged by Utilities Kingston to the new customer as a result of such transfer.
9. Utilities Kingston reserves the right to make credit inquiries concerning the customer and the customer hereby expressly consents to the making of such inquiries at any time during the term pursuant to the provisions of any and all applicable privacy legislation.
10. The Customer agrees to allow Utilities Kingston and/or its agent access to the premises and the SDHW system during reasonable hours. The Customer is responsible at their expense, beyond normal wear and tear, to keep the SDHW system in good condition throughout the term of this Rental Agreement. In the case where the SDHW system is damaged by improper installation, improper use, and improper care or due to fire, flood, accident, or any other reason other than ordinary wear and tear, the Customer shall be responsible for the repair and/or replacement costs. The Customer also agrees to ensure that if the SDHW system is used with water other than a municipal water supply that said water must not have a water hardness of less than two (2) grains and/or less than 200 Micro-Siemens of conductivity.
11. The following conditions constitute a breach of this rental agreement, and Utilities Kingston may terminate the agreement:
  - o Failure to pay the rental amount to Utilities Kingston or any applicable taxes to the proper authority.
  - o Misrepresentation of ownership of properties.
  - o Failure to assume this rental agreement by the purchaser upon sale of the property.
  - o Failure to pay for damages to the SDHW system.
  - o Unauthorized removal of the SDHW system
  - o Use of the SDHW system in an application not approved by Utilities Kingston or not in accordance with the operating instructions.
  - o Failure by the customer to allow Utilities Kingston or its agent access to the premises and SDHW system.
12. In the event of breach by the customer, Utilities Kingston may terminate this agreement by transferring the existing rental SDHW system to the customer or a third party on an "as is, where is" basis, without any recourse, representation, warranty or condition from Utilities Kingston, and charging the customer a fee set by Utilities Kingston in addition to all other amounts outstanding under this rental agreement.
13. In the event of breach by the customer, Utilities Kingston may enter the premises to remove and repossess the SDHW system. The customer will be charged for costs associated with this removal on a recovery basis by Utilities Kingston, plus a penalty equal to the current rental rate multiplied by the number of months outstanding under the contract divided by five. Utilities Kingston reserves the right to leave components in place if in Utilities Kingston sole opinion, the costs to remove such components exceeds their value. Provided costs are recovered from the customer for the removal, Utilities Kingston agrees to make reasonable efforts to ensure that the removal of the SDHW system does not materially affect negatively, the structural integrity of the house.
14. If the SDHW system has been removed without the permission of Utilities Kingston the Customer will be responsible for the full replacement cost of the SDHW system.
15. Unless specifically transferred to the customer by Utilities Kingston, title to the SDHW system shall at all times remain in Utilities Kingston and Utilities Kingston shall retain all the benefits of ownership of the SDHW System. This rental agreement is not intended to secure payment or performance of an obligation. Utilities Kingston may register a financing statement under the Personal Property Security Act (Ontario).
16. In cases where Utilities Kingston is requested by the customer to address a problem with the SDHW system, and Utilities Kingston finds upon investigation that the cause of the reported problem is not a failure of the SDHW system equipment, or is a failure of the equipment but is due to improper use or other external factors not within the control of Utilities Kingston or the manufacturer, the customer may be charged a fee.
17. Monthly rental rates are set by Utilities Kingston and new rental rates may be set at Utilities Kingston's sole discretion throughout the term of the rental agreement. The bundled rental rate is in effect when the conventional and SDHW water heating systems are being rented from Utilities Kingston.
18. Rental rates are exclusive of applicable taxes which are also the sole responsibility of the customer.