



UTILITIES KINGSTON

WATER HEATER AGREEMENT

Terms and conditions

1. The Customer acknowledges receiving Utilities Kingston's standard Terms and Conditions of Service which shall apply to this Rental Agreement and deemed to be included by reference.
2. The Customer agrees to rent the property described and all accessories supplied therewith (the "Equipment") on the terms set forth in this Rental Agreement. The term of this Rental Agreement begins on the date of installation of the Equipment or as otherwise agreed upon by Utilities Kingston. Unless sooner terminated by Utilities Kingston, the term will end after 36 months (for residential) and 60 months (for commercial) from the date the term commences.
3. On the expiry of the term, this Rental Agreement shall continue on a month to month basis until the Customer notifies Utilities Kingston to remove the Equipment or Utilities Kingston (on 30 days notice) notifies the Customer of its intention to remove the Equipment. The Customer will be responsible for any applicable removal fees. On removal of the Equipment by Utilities Kingston, Utilities Kingston shall have no responsibility to replace the Equipment with alternate equipment or appliances.
4. The Customer will have a "buyout" option on the existing rental Equipment on an "as is, where is" basis, without any recourse, representation, warranty or condition from Utilities Kingston. Prices are set by Utilities Kingston and are based on the depreciated value of the installed Equipment as specified by Utilities Kingston in addition to all other amounts outstanding under this Rental Agreement.
5. Utilities Kingston shall have no liability arising from damage to the said premises out of, connected with or resulting from the Equipment and its use, including without limitation, the manufacture, selection, delivery, installation, possession, operation, failure, or return of the Equipment. Utilities Kingston will not be responsible for damages resulting from a leaking hot water tank.
6. The cost of installation of the Equipment, in excess of the preset installation allowance shall be the responsibility of the Customer.
7. The Customer agrees to ensure the Equipment is installed in a convenient, safe, dry and heated location, free of any obstructions for future servicing or removal and free of any conditions that may adversely affect the performance of the Equipment. The Customer agrees to ensure the water heater is located in an area with sufficient drainage, the drain is to be open and unrestricted.



8. This Rental Agreement and the Customer's rights and obligations under it may be assigned to, and assumed by, a third party (including any buyer of the Premises), but only if Utilities Kingston consents in writing (which consent may be arbitrarily withheld) and the third party agrees in writing or by conduct to assume the Customer's obligations under this Rental Agreement. The Customer acknowledges that a standard application fee will be charged by Utilities Kingston to the new Customer as a result of such transfer.
9. The following conditions constitute a breach of this Rental Agreement:
 - a. Failure to pay the rental amount to Utilities Kingston,
 - b. Misrepresentation of ownership of properties,
 - c. Failure to assume this Rental Agreement by the purchaser upon sale of the property,
 - d. Failure to pay for damages to Equipment,
 - e. Unauthorized removal of Equipment,
 - f. Use of the Equipment in an application not approved by Utilities Kingston.
10. In the event of breach by the Customer Utilities Kingston may enter the premises remove and repossess the Equipment. If the rental Equipment has been removed without the permission of Utilities Kingston the Customer will be responsible for the full replacement cost of the Equipment. Utilities Kingston is not obligated to replace the Equipment with alternate equipment or appliances.
11. Title to the Equipment shall at all times remain in Utilities Kingston and Utilities Kingston shall retain all the benefits of ownership of the Equipment. 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).
12. The Customer is responsible at their expense, beyond normal wear and tear, to maintain the Equipment in good working condition throughout the term of this Rental Agreement. The Customer is responsible at their expense to ensure that vent piping is kept clear, and repaired, or replaced as necessary. In the case where the Equipment is damaged by fire, flood, accident, or any other reason other than ordinary wear and tear, the Customer shall be responsible for the full replacement cost of the Equipment.
13. In cases where Utilities Kingston is requested by the Customer to service the Equipment, and Utilities Kingston finds upon investigation that the cause of the reported problem is not the Equipment, the Customer will be charged a service fee.
14. A standard application fee is applicable to the Customer's billing account upon installation of the rental water heater.
15. Utilities Kingston reserves the right to make credit inquiries concerning the Customer.
16. Monthly rental rates are set by Utilities Kingston and new rental rates may be set at its sole discretion throughout the term of the Rental Agreement.
17. Rental rates are exclusive of applicable taxes.