

PLEASE PRINT

EMC		Telephone Number	Credit Approval Number	
Core Equipment Type: <input type="checkbox"/> Heating <input type="checkbox"/> Air Conditioning <input type="checkbox"/> Other (specify) _____		Term: USEFUL LIFE	Monthly rental rate: \$	
Lessee is: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant	Business name:	Legal name:		
Installation Address (_____, _____, _____)		Town or City:	Postal Code:	Tel/fax Number:
Mailing Address (_____, _____, _____)		Town or City:	Postal Code:	Tel/fax Number:
Equipment Replaces: <input type="checkbox"/> Gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> N/A	Opportunity:	Total installed cost:	(For office use only) Subcase: GERS Sales Order:	
		Installation Date:		

Preferred delivery and installation date (Delivery and installation on specified date if possible):

Equipment	Quantity	Make	Model Number/GERS Sku
1.			
2.			
3.			
4.			
5.			

- This is a legal agreement entered into between Enercare Home and Commercial Services Limited Partnership (“Enercare”) and the customer whose information is below (the “Lessee”). This agreement (the “Agreement”) consists of this page, the Terms and Conditions printed on the reverse side as well as any schedules attached and identified as forming part of this Agreement.
- The Lessee hereby leases from Enercare, the HVAC and related equipment described above together with all fittings, parts and connections supplied by Enercare and listed on a schedule attached hereto (all of which is collectively called the “Equipment”). The Lessee agrees to rent the Equipment for the Term defined by the “Useful Life” of the Equipment. The Lessee may not terminate before the expiration of the “Useful Life” of the Equipment except as provided for in this Agreement. The Lessee may buy-out the Equipment as specified herein. This Agreement may be terminated by Enercare if the section below, if required to be signed by the Owner(s) of the Premises, is not completed and/or signed by the Owner(s).

Lessee’s Name (Please print full legal name)	Authorized Lessee Signature: _____	Print Name and Title:
	(I have authority to bind the Lessee)	Name: Title:
Date Agreement Signed (Y/M/D):	Authorized Enercare Signature: _____	Lessee’s:
	Print name:	Date of Birth: Y M D

Credit Information: By signing above, you authorize us to collect credit and other personal information about you for any reason, from time-to-time during the term of this Agreement. You also authorize any credit reporting agency to give us credit or other personal information about you from time-to-time during the term of this Agreement. You can withdraw this authorization at any time. If you do, we may end this Agreement and you must pay us everything you owe under this Agreement. You agree that if we are not satisfied with the results of any credit check, we may terminate this Agreement. You also agree that we may review information about your Enercare bill payments, including any that are billed on the bill shared by Enercare and Enbridge Gas Distribution Inc.

Premises Owner’s Agreement: *[This section must be completed by the owner of the Premises if the Lessee is not the owner of the Premises. If multiple owners, each owner must sign.]*
 You agree that Enercare may install Equipment in the Premises as provided for in this Agreement and you agree that if the Lessee defaults under this Agreement or leaves the Premises during the term of this Agreement, you will allow us access to the Premises to inspect, repair or remove the Equipment. You further agree that on the sale or other transfer of any interest in the Premises, you will notify the new owner (or any other person acquiring an interest in the Premises) that the Equipment is the property of Enercare and not a fixture and any agreement of purchase or sale of the Premises must so indicate. You agree that you have no interest whatsoever in the Equipment.

Owner’s Name (Please print full legal name)	Authorized Owner Signature: _____	Owner’s Date of Birth (if an individual):
	(I have authority to bind the Owner) Print Name: Title:	Y M D
Owner’s Address: Street:	Town/City:	Postal Code:
		Telephone:
Name and Signature of Owner’s Spouse (if Owner is an individual):		
Name:		Signature:

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ORIGINAL TERMS AND CONDITIONS

1. General

This Agreement is a legal agreement entered into between Enercare Home and Commercial Services Limited Partnership ("Enercare") and the Lessee and any Owner.

In this Agreement:

- "Premises" means the Installation Address set out on the first page of this Agreement;
- "you" and "your" means the Lessee or its tenants;
- "we", "our" and "us" means Enercare and/or our authorized service providers; and
- The "Useful Life" ends when we determine in our reasonable discretion that it is no longer commercially reasonable to repair the Equipment, having regard to the age of the Equipment, the cost of repair or other relevant factors and notice of such determination is given to you. If there is more than one Core Equipment Type marked or listed on the first page of this Agreement (being an air conditioner, furnace and/or boiler), then each such Core Equipment Type will have its own Useful Life. If we determine that less than all Core Equipment Types have reached the end of their Useful Lives, the monthly rental rate set out on the first page of this Agreement will be reduced by us and the list of Equipment on the first page of this Agreement and/or on any schedule attached to this Agreement will be modified by us, in each case, so as to reflect the fact that you will no longer be renting the applicable Core Equipment Type (and all necessary pipes and parts related to the applicable Core Equipment Type as determined by us) that has reached the end of its Useful Life.

2. Term of Rental

You agree to rent from us the Equipment from when we install the Equipment until this Agreement ends. This Agreement (as it relates to a particular piece of Core Equipment Type) will end upon the end of the Useful Life of the applicable Core Equipment Type (but it will continue, as amended as referenced above in the definition of Useful Life, in respect of the remaining Core Equipment Type(s) and related Equipment) unless terminated earlier by you through your buy-out option (see "Your Buy-out Option" below) or by us if you fail to meet any of your commitments (see "Termination of Agreement by Us" below). After this Agreement is terminated, we will not be required to supply, service or maintain, and you will not be required to rent, any replacement equipment. If you want to change the Equipment or rent additional equipment, a new agreement will be required to replace this Agreement and a new rental rate will be calculated. If not fully satisfied, all obligations owned by you prior to the termination of this Agreement shall survive termination until fully satisfied, as determined by us.

3. Enercare's Commitment

In consideration of the rent paid by you, we agree:

- Installation: to install the Equipment. All normal installation costs will be included within the monthly rental rate, except the cost of any permits or inspections local laws may require and for any extraordinary installation costs incurred by us. We will make reasonable efforts to tell you in advance if there are any additional installation costs, but it may not always be possible for us to do so. You agree to pay all of these additional costs, and understand that we may terminate this Agreement if you don't pay them.
- Service & Maintenance: to provide repair and maintenance on the Equipment during the Useful Life of the applicable Equipment with no service charges or part replacement charges except (i) in the circumstances described in paragraph 4, (ii) if you (or a third party not authorized by us) damage the Equipment or if repairs are necessary because of use for which the Equipment was not intended, (iii) where venting or piping requires cleaning, repair or replacement, or (iv) as described below. Our 24-hour per day, 7-days-per-week emergency phone number is 1-800-266-3939.
- Periodic Inspection: to, from time-to-time (which may be more or less frequently than annually), contact you to arrange a mutually agreeable time for us to attend at the Premises to inspect the state of maintenance and repair of the Equipment and to confirm compliance by you with your obligations in this Agreement. For Core Equipment Type, your annual maintenance will include a safety check-up, as well as filters for roof top and make-up air units. Roof top and make-up air units will receive two maintenances per calendar year. If maintenance services are not completed during a calendar year, they are non-refundable and not subject to carry-over.
- Ancillary Piping, Venting: that you will own any related piping, venting, wiring or ducting we install on the Premises, unless it is expressly itemized and included within the Equipment you are renting. We are not required to remove these items after the Agreement ends and have no responsibility for them if any of the Equipment is removed.

Our commitment specifically does not cover any costs of diagnosis, service, repair, parts replacement or adjustment to the extent that in respect of, or otherwise cover:

- Repairs needed as a result of abuse, tampering, alterations or repairs by persons other than us;
- Repairs needed as a result of accidental or deliberate damage, loss, theft, freezing weather conditions, subsidence, structural repairs, fire, lightning, explosion, earthquake, flood, storm, acts of war or other insurable risks;
- The thermostat is not at the proper setting;
- The pilot light has been extinguished by someone other than us;
- The household electrical fuse or breaker required for the Equipment is blown;
- The Equipment has been turned off;
- Renovation related work;
- The costs of redecoration and restoration costs required as a result of any work performed in connection with this Agreement, including, but not limited to, wallcoverings, drywall, plaster, wallpaper, paint, floor coverings, tile, cabinetry, counter tops, landscaping or repair of any structural or cosmetic defects. If it is necessary for us to dig on your property in connection with work performed in connection with this Agreement, we will fill any holes and leave the ground level or mounded, but we will not restore the original surface or construction, including upgrades or the cost of construction, carpentry, or other modifications made necessary by the Equipment;
- Loss or damage to property caused by the heating, cooling, appliance, electrical or plumbing or drains system breaking down (e.g., damage to furniture caused by water leaks);
- Repairs needed as a result of lack of reasonable maintenance (e.g., pipe bursts due to cold weather or inadequate heating within the home or equipment failure due to a lack of regular filter replacement);
- Service or repairs that are related to design or any modification to the Equipment, unless performed by us under this Agreement;
- Electronic, computerized or energy management systems or devices, such as "Smart House";
- Providing for or closing access to covered items;
- Service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal usage. Loss or damage due to chemical or sedimentary build-up, misuse or abuse, unauthorized repair by others, failure to clean or maintain the Equipment, rust, corrosion, insect infestation, mould, mildew or bacterial manifestations, missing parts, structural change, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, windstorms, hail, theft, negligence (other than by us), intentional acts (other than by us), riot, accidents (other than caused by us), pet or pest damage, acts of God, or failure due to excessive water pressure or any other perils are not considered loss or damage by normal use;
- Preventative maintenance other than to the extent noted above;
- Consumable items, including but not limited to filters (other than to the extent noted above) and fuses;
- System balancing and design; and
- Boiler system drainage and refill.

If, after installation, building or other code violations are discovered before or during the diagnosis or repair of Equipment, we will not be required to repair or service such Equipment until the necessary corrective work is completed at your own expense. If additional costs are incurred in order to comply with local, provincial, or federal law, we shall not be responsible for that additional expense and you shall pay for same. We are not responsible for service or repair of Equipment when permits cannot be obtained and we will not pay any costs relating to permits.

Our commitment does not cover any service involving hazardous or toxic materials, asbestos, lead or the disposal of refrigerants or contaminants.

If a thermostat that is included in the Equipment fails, we will provide a replacement thermostat with a make/model, of our choice, that enables like operation of your dependent heating, ventilation and/or air conditioning equipment. Zone thermostats/controls and energy management controls are not covered by our commitment.

We are not responsible for insufficient air distribution due to existing ductwork design or clogged duct work or for insufficient water flow due to existing piping or radiators or clogged piping or radiators. Costs of refrigerant recovery, vacuuming and refill are excluded from our commitment.

If the monthly rental rate includes a charge for duct cleaning performed by us, it is a one-time service and our commitment is limited to a 30-day limited satisfaction guarantee (from the date of performance by us of the duct cleaning), pursuant to which we will redo your duct cleaning.

4. Customer's Commitment

In consideration of receiving and using the Equipment, you agree that:

- You will pay your rental charges when due, together with interest on any late payments at an annual rate of interest of 18%, compounded monthly. Rental charges will commence on the day the Equipment is installed.
- Your rental charges will be included on your utility bill, or we may choose to bill you separately or with other third parties. Methods of payment will be set out on the bill you receive.
- The current rental charge is the amount set out on the first page of this Agreement. You agree that we may change our rental rates from time-to-time by providing notice of rate changes in advance by letter, in bill inserts or by any other method permitted by law. You agree to pay HST and any other taxes payable in connection with this Agreement.
- You will use your Equipment safely and responsibly, and in particular you will:
 - ensure that no combustible, hazardous or flammable materials are used or stored in the same room or near the Equipment;
 - ensure that the Equipment is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation;
 - ensure that the filters, vents and openings are kept clear and clean and are otherwise kept well maintained by you;
 - provide us with access to the Equipment whenever reasonably required for purposes of inspection, maintenance, repair or removal; and
 - obtain our approval before you connect any add on equipment, such as air handlers, humidifiers, storage tanks, air duct systems or hydronic baseboards to our Equipment. We are not responsible for the installation or maintenance of any add-on equipment, or for any damage caused by this add-on equipment or our Equipment if the damage occurred because of the add-on equipment.
- You will notify us promptly if the Equipment breaks down or is damaged.
- You will not permit anyone but us to service, repair, modify, move or disconnect the Equipment.

- You will be responsible for any damage to, or loss of, the Equipment, including if caused by you or third parties, unless caused by us or is otherwise part of Enercare's commitment described above. You will also be responsible for any damage to, or loss of, the Equipment if caused by fire, flood, accident or other insurable risks.
- You will maintain in good working order the ancillary piping, venting, wiring or ducting owned by you that relate to, but are not included within the Equipment.
- During the term of this Agreement, the Equipment remains our property, is not intended to become a fixture and you will not tamper with any plate(s), tag(s) or sticker(s) identifying the Equipment as rented Equipment owned by us.
- If you sell, lease or otherwise transfer the Premises, you will, in addition to your obligations in Section 9 (Transferring This Agreement), advise us in advance and advise the transferee that the Equipment is rented pursuant to this Agreement.
- At the end of the Useful Life of any Equipment, you are not obligated to rent and we are not obligated to supply replacement Equipment therefor, unless we mutually agree at the time pursuant to a new agreement.

5. Ownership of Equipment

- During the Term, the Equipment remains the property of Enercare or its assignee and although it may be affixed to the Premises, is not intended to become a fixture. You agree that you have no interest whatsoever in the Equipment other than as expressly provided in this Agreement.
- You agree to assist in protecting our ownership interest by signing and providing any further documents we may reasonably require and you acknowledge that we may register notices of security interest under the *Personal Property Security Act* (Ontario) or equivalent legislation as we deem appropriate.

6. Personal Information About You

We collect personal information about you in order to establish and manage our, and our authorized service provider's, business relationship with you. Other than our authorized service providers, we won't knowingly share this information with third parties without your permission, other than a party that we transfer or assign this Agreement to. You may contact us if you'd like more information about us or how we use personal information.

Your privacy is important to us. As a current customer, we are committed to offering you more value in the future. So every once in a while we will mail or call you about some of the following:

- Tips to help you run your home or place of business more efficiently and reliably.
- Special money-saving offers available to Enercare's customers.
- News about products and services that will ensure you get the most out of your home or place of business. Of course, if you would prefer not to receive any of the above, call a representative at 1-800-266-3939 or by e-mail at privacy@enercare.ca. For more information on our privacy policy, visit: enercare.ca/privacy-policy.

You hereby authorize Enercare to disclose your personal information including your name, address, telephone number, email address and account number to Enercare and our authorized service providers for the purposes of providing installation and repair services for the Equipment, managing your account and contacting you from time-to-time in order to promote other Enercare products and services that may be of interest to you. Should you not wish to be contacted by Enercare for promotional purposes, you may at any time contact Enercare by telephone at 1-800-266-3939 or by e-mail at privacy@enercare.ca to request that your personal information be removed from Enercare's promotional list. For more information on Enercare's privacy policy, visit: enercare.ca/privacy-policy.

7. Your Buy-out Option

- You may not terminate this Agreement except by purchasing the Equipment for the applicable age-reduced price shown on the Buy-out schedule provided with these terms and conditions. The buy-out price is based on, among other things, the unpaid cost of the Equipment and related installation, finance, service and maintenance costs.
- You may purchase your Equipment at any time. You may not purchase less than all of the Equipment. You may exercise your buy-out option by notifying us in writing or by calling (416) 495-3939 or toll-free outside Toronto at 1-800-266-3939.
- When you exercise your buy-out option, you accept the Equipment in "as-is" condition, subject to the balance of any transferable manufacturer's warranty, and you assume responsibility for the Equipment and its repair and maintenance. You also agree to pay the buy-out price, plus any applicable taxes, when invoiced by us.
- Once we receive payment of the buy-out price, this Agreement will terminate and you will have no further obligation to pay rent and we will have no further obligation to you.

COMMERCIAL HVAC RENTAL PROGRAM Buy-out Schedule			
Age of Equipment	Buy-out Price ¹ (% of Total Installed Cost of the Rental Equipment)	Age of Equipment	Buy-out Price ¹ (% of Total Installed Cost of the Rental Equipment)
0 to less than 1 yr. old	100%	8 to less than 9 yrs. old	71%
1 to less than 2 yrs. old	98%	9 to less than 10 yrs. old	64%
2 to less than 3 yrs. old	95%	10 to less than 11 yrs. old	55%
3 to less than 4 yrs. old	93%	11 to less than 12 yrs. old	44%
4 to less than 5 yrs. old	90%	12 to less than 13 yrs. old	32%
5 to less than 6 yrs. old	86%	13 to less than 14 yrs. old	17%
6 to less than 7 yrs. old	82%	14 to less than 15 yrs. old	10%
7 to less than 8 yrs. old	77%	15+ yrs. old	5%

¹ The buy-out price for the Commercial HVAC rental equipment is based on the percentage of its original "Total Installed Cost". All applicable taxes will be added to the stated buy-out price.

8. Removal and Disposal

- If any Equipment has reached the end of its Useful Life and we are not installing replacement equipment and you wish us to disconnect and/or dispose of the Equipment you should contact us by calling (416) 495-3939 or toll free outside Toronto at 1-800-266-3939.
- We will charge you in accordance with our then current fee schedules for removals or disconnections.
- We are not responsible for replacing the Equipment or re-connecting any ancillary or other equipment, venting, piping, wiring or ducting, nor are we responsible for any of such ancillary items.

9. Transferring This Agreement

If you are the Owner and you sell or otherwise transfer the Premises, we will permit the purchaser to assume your rights and obligations under this Agreement, effective from the date of sale, or other transfer, provided that (i) the transferee is notified in the transfer agreement that the Equipment is rented and is subject to these terms and conditions, (ii) you advise us in advance of the transferee's name and the intended date of sale or other transfer, and (iii) the transferee agrees in writing with us to assume your obligations. Unless (and until) these conditions are satisfied, you will remain responsible for the Equipment (individually or jointly and severally with the Lessee, as applicable) and agree to adhere to the terms of this Agreement, including making all rental payments. We may also accept performance of your obligations (including payment obligations) from other parties (such as tenants) but will not be required to do so.

Termination of Agreement by Us

Each of the following will be events of default (a "Default") by you:

- If any bankruptcy, insolvency or receivership proceedings are commenced with respect to you; and/or
- If you breach any provision of, or fail to perform any of your obligations under, this Agreement, including but not limited to any failure to pay any amount when due.

At any time while there is a Default, we may, on 30 days written notice require that you immediately purchase the Equipment at the buy-out price and on the other terms set out in paragraph 7. If we choose not to exercise this option, or if you fail to pay the buy-out price, then we may also exercise one or more of the following rights without further advance notice:

- Terminate this Agreement;
- Enter the Premises and disconnect, remove and use or dispose of the Equipment for our own account; and/or
- Pursue any other remedies we may have at law.

If we choose to terminate this Agreement and/or remove the Equipment as a result of a Default, you agree to pay a removal charge in accordance with our then current fee schedules for removals or disconnections. You also acknowledge that we have no obligation to remove or re-sell the Equipment and you are not entitled to any proceeds of sale.

Upon termination of this Agreement and/or removal of the Equipment, all amounts owing hereunder are due and payable.

11. Protecting Our Rights To The Equipment

To protect our rights to the Equipment, we may register a notice of security interest in the Equipment under the *Personal Property Security Act* (Ontario) or equivalent legislation as we deem appropriate. You agree to sign and give us any documents or guarantees we need to preserve our rights to the Equipment and protect us against any claims to it.

12. Indemnification

You agree to hold us and anyone associated with us blameless and to compensate us for any damages, injuries or claims related direct or indirectly to the installation or use of the Equipment, unless the loss or damage is as a result of our negligence.

13. Limitation on Liability

We are responsible for damages solely to the extent caused by willful or negligent act or omission by us, but in any event, we are not liable for consequential, indirect, punitive or economic losses.

14. Assignment

Enercare may transfer or assign its interest in this Agreement to someone else at any time without your permission and without notice to you.

15. Entire agreement

You understand that this Agreement contains all our commitments and promises in connection with the rental of the Equipment.

How To Contact Us:

80 Allstate Parkway, Markham, Ontario L3R 6H3
Attention: "Rental Group" 1-800-266-3939

**ORIGINAL
TERMS AND CONDITIONS****1. General**

This Agreement is a legal agreement entered into between Enercare Home and Commercial Services Limited Partnership ("Enercare") and the Lessee and any Owner.

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- "you" and "your" means the Lessee or its tenants;
- "we", "our" and "us" means Enercare and/or our authorized service providers; and
- The "Useful Life" ends when we determine in our reasonable discretion that it is no longer commercially reasonable to repair the Equipment, having regard to the age of the Equipment, the cost of repair or other relevant factors and notice of such determination is given to you. If there is more than one Core Equipment Type marked or listed on the first page of this Agreement (being an air conditioner, furnace and/or boiler), then each such Core Equipment Type will have its own Useful Life. If we determine that less than all Core Equipment Types have reached the end of their Useful Lives, the monthly rental rate set out on the first page of this Agreement will be reduced by us and the list of Equipment on the first page of this Agreement and/or on any schedule attached to this Agreement will be modified by us, in each case, so as to reflect the fact that you will no longer be renting the applicable Core Equipment Type (and all necessary pipes and parts related to the applicable Core Equipment Type as determined by us) that has reached the end of its Useful Life.

2. Term of Rental

You agree to rent from us the Equipment from when we install the Equipment until this Agreement ends. This Agreement (as it relates to a particular piece of Core Equipment Type) will end upon the end of the Useful Life of the applicable Core Equipment Type (but it will continue, as amended as referenced above in the definition of Useful Life, in respect of the remaining Core Equipment Type(s) and related Equipment) unless terminated earlier by you through your buy-out option (see "Your Buy-out Option" below) or by us if you fail to meet any of your commitments (see "Termination of Agreement by Us" below). After this Agreement is terminated, we will not be required to supply, service or maintain, and you will not be required to rent, any replacement equipment. If you want to change the Equipment or rent additional equipment, a new agreement will be required to replace this Agreement and a new rental rate will be calculated. If not fully satisfied, all obligations owned by you prior to the termination of this Agreement shall survive termination until fully satisfied, as determined by us.

3. Enercare's Commitment

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- (i) Installation:** to install the Equipment. All normal installation costs will be included within the monthly rental rate, except the cost of any permits or inspections local laws may require and for any extraordinary installation costs incurred by us. We will make reasonable efforts to tell you in advance if there are any additional installation costs, but it may not always be possible for us to do so. You agree to pay all of these additional costs, and understand that we may terminate this Agreement if you don't pay them.
- (ii) Service & Maintenance:** to provide repair and maintenance on the Equipment during the Useful Life of the applicable Equipment with no service charges or part replacement charges except (i) in the circumstances described in paragraph 4, (ii) if you (or a third party not authorized by us) damage the Equipment or if repairs are necessary because of use for which the Equipment was not intended, (iii) where venting or piping requires cleaning, repair or replacement, or (iv) as described below. Our 24-hour per day, 7-days-per-week emergency phone number is 1-800-266-3939.
- (iii) Periodic Inspection:** to, from time-to-time (which may be more or less frequently than annually), contact you to arrange a mutually agreeable time for us to attend at the Premises to inspect the state of maintenance and repair of the Equipment and to confirm compliance by you with your obligations in this Agreement. For Core Equipment Type, your annual maintenance will include a safety check-up, as well as filters for roof top and make-up air units. Roof top and make-up air units will receive two maintenances per calendar year. If maintenance services are not completed during a calendar year, they are non-refundable and not subject to carry-over.
- (iv) Ancillary Piping, Venting:** that you will own any related piping, venting, wiring or ducting we install on the Premises, unless it is expressly itemized and included within the Equipment you are renting. We are not required to remove these items after the Agreement ends and have no responsibility for them if any of the Equipment is removed.

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- The costs of redecoration and restoration costs required as a result of any work performed in connection with this Agreement, including, but not limited to, wallcoverings, drywall, plaster, wallpaper, paint, floor coverings, tile, cabinetry, counter tops, landscaping or repair of any structural or cosmetic

defects. If it is necessary for us to dig on your property in connection with work performed in connection with this Agreement, we will fill any holes and leave the ground level or mounded, but we will not restore the original surface or construction, including upgrades or the cost of construction, carpentry, or other modifications made necessary by the Equipment;

- Loss or damage to property caused by the heating, cooling, appliance, electrical or plumbing or drains system breaking down (e.g., damage to furniture caused by water leaks);
- Repairs needed as a result of lack of reasonable maintenance (e.g., pipe bursts due to cold weather or inadequate heating within the home or equipment failure due to a lack of regular filter replacement);
- Service or repairs that are related to design or any modification to the Equipment, unless performed by us under this Agreement;
- Electronic, computerized or energy management systems or devices, such as "Smart House";
- Providing for or closing access to covered items;
- Service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal usage. Loss or damage due to chemical or sedimentary build-up, misuse or abuse, unauthorized repair by others, failure to clean or maintain the Equipment, rust, corrosion, insect infestation, mould, mildew or bacterial manifestations, missing parts, structural change, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, windstorms, hail, theft, negligence (other than by us), intentional acts (other than by us), riot, accidents (other than caused by us), pet or pest damage, acts of God, or failure due to excessive water pressure or any other perils are not considered loss or damage by normal use;
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- You will use your Equipment safely and responsibly, and in particular you will:
 - i. ensure that no combustible, hazardous or flammable materials are used or stored in the same room or near the Equipment;
 - ii. ensure that the Equipment is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation;
 - iii. ensure that the filters, vents and openings are kept clear and clean and are otherwise kept well maintained by you;
 - iv. provide us with access to the Equipment whenever reasonably required for purposes of inspection, maintenance, repair or removal; and
 - v. obtain our approval before you connect any add on equipment, such as air handlers, humidifiers, storage tanks, air duct systems or hydronic baseboards to our Equipment. We are not responsible for the installation or maintenance of any add-on equipment, or for any damage caused by this add-on equipment or our Equipment if the damage occurred because of the add-on equipment.
- You will notify us promptly if the Equipment breaks down or is damaged.
- You will not permit anyone but us to service, repair, modify, move or disconnect the Equipment.
- You will be responsible for any damage to, or loss of, the Equipment, including if caused by you or third parties, unless caused by us or is otherwise part of Enercare's commitment described above. You will also be responsible for any damage to, or loss of, the Equipment if caused by fire, flood, accident or other insurable risks.
- You will maintain in good working order the ancillary piping, venting, wiring or ducting owned by you that relate to, but are not included within the Equipment.

- During the term of this Agreement, the Equipment remains our property, is not intended to become a fixture and you will not tamper with any plate(s), tag(s) or sticker(s) identifying the Equipment as rented Equipment owned by us.
- If you sell, lease or otherwise transfer the Premises, you will, in addition to your obligations in Section 9 (Transferring This Agreement), advise us in advance and advise the transferee that the Equipment is rented pursuant to this Agreement.
- At the end of the Useful Life of any Equipment, you are not obligated to rent and we are not obligated to supply replacement Equipment therefor, unless we mutually agree at the time pursuant to a new agreement.

5. Ownership of Equipment

- During the Term, the Equipment remains the property of Enercare or its assignee and although it may be affixed to the Premises, is not intended to become a fixture. You agree that you have no interest whatsoever in the Equipment other than as expressly provided in this Agreement.
- You agree to assist in protecting our ownership interest by signing and providing any further documents we may reasonably require and you acknowledge that we may register notices of security interest under the *Personal Property Security Act* (Ontario) or equivalent legislation as we deem appropriate.

6. Personal Information About You

We collect personal information about you in order to establish and manage our, and our authorized service provider's, business relationship with you. Other than our authorized service providers, we won't knowingly share this information with third parties without your permission, other than a party that we transfer or assign this Agreement to. You may contact us if you'd like more information about us or how we use personal information. Your privacy is important to us. As a current customer, we are committed to offering you more value in the future. So every once in a while we will mail or call you about some of the following:

- Tips to help you run your home or place of business more efficiently and reliably.
- Special money-saving offers available to Enercare customers.
- News about products and services that will ensure you get the most out of your home or place of business. Of course, if you would prefer not to receive any of the above, call a representative at 1-800-266-3939 or by e-mail at privacy@enercare.ca. For more information on our privacy policy, visit: enercare.ca/privacy-policy.

You hereby authorize Enercare to disclose your personal information including your name, address, telephone number, email address and account number to Enercare and our authorized service providers for the purposes of providing installation and repair services for the Equipment, managing your account and contacting you from time-to-time in order to promote other Enercare products and services that may be of interest to you. Should you not wish to be contacted by Enercare for promotional purposes, you may at any time contact Enercare by telephone at 1-800-266-3939 or by e-mail at privacy@enercare.ca to request that your personal information be removed from Enercare's promotional list. For more information on Enercare's privacy policy, visit: enercare.ca/privacy-policy.

7. Your Buy-out Option

- You may not terminate this Agreement except by purchasing the Equipment for the applicable age-reduced price shown on the Buy-out schedule provided with these terms and conditions. The buy-out price is based on, among other things, the unpaid cost of the Equipment and related installation, finance, service and maintenance costs.
- You may purchase your Equipment at any time. You may not purchase less than all of the Equipment. You may exercise your buy-out option by notifying us in writing or by calling (416) 495-3939 or toll-free outside Toronto at 1-800-266-3939.
- When you exercise your buy-out option, you accept the Equipment in "as-is" condition, subject to the balance of any transferable manufacturer's warranty, and you assume responsibility for the Equipment and its repair and maintenance. You also agree to pay the buy-out price, plus any applicable taxes, when invoiced by us.
- Once we receive payment of the buy-out price, this Agreement will terminate and you will have no further obligation to pay rent and we will have no further obligation to you.

COMMERCIAL HVAC RENTAL PROGRAM Buy-out Schedule			
Age of Equipment	Buy-out Price ¹ (% of Total Installed Cost of the Rental Equipment)	Age of Equipment	Buy-out Price ¹ (% of Total Installed Cost of the Rental Equipment)
0 to less than 1 yr. old	100%	8 to less than 9 yrs. old	71%
1 to less than 2 yrs. old	98%	9 to less than 10 yrs. old	64%
2 to less than 3 yrs. old	95%	10 to less than 11 yrs. old	55%
3 to less than 4 yrs. old	93%	11 to less than 12 yrs. old	44%
4 to less than 5 yrs. old	90%	12 to less than 13 yrs. old	32%
5 to less than 6 yrs. old	86%	13 to less than 14 yrs. old	17%
6 to less than 7 yrs. old	82%	14 to less than 15 yrs. old	10%
7 to less than 8 yrs. old	77%	15+ yrs. old	5%

¹ The buy-out price for the Commercial HVAC rental equipment is based on the percentage of its original "Total Installed Cost". All applicable taxes will be added to the stated buy-out price.

8. Removal and Disposal

- If any Equipment has reached the end of its Useful Life and we are not installing replacement equipment and you wish us to disconnect and/or dispose of the Equipment you should contact us by calling (416) 495-3939 or toll free outside Toronto at 1-800-266-3939.
- We will charge you in accordance with our then current fee schedules for removals or disconnections.
- We are not responsible for replacing the Equipment or re-connecting any ancillary or other equipment, venting, piping, wiring or ducting, nor are we responsible for any of such ancillary items.

9. Transferring This Agreement

If you are the Owner and you sell or otherwise transfer the Premises, we will permit the purchaser to assume your rights and obligations under this Agreement, effective from the date of sale, or other transfer, provided that (i) the transferee is notified in the transfer agreement that the Equipment is rented and is subject to these terms and conditions, (ii) you advise us in advance of the transferee's name and the intended date of sale or other transfer, and (iii) the transferee agrees in writing with us to assume your obligations. Unless (and until) these conditions are satisfied, you will remain responsible for the Equipment (individually or jointly and severally with the Lessee, as applicable) and agree to adhere to the terms of this Agreement, including making all rental payments. We may also accept performance of your obligations (including payment obligations) from other parties (such as tenants) but will not be required to do so.

10. Termination of Agreement by Us

Each of the following will be events of default (a "Default") by you:

- If any bankruptcy, insolvency or receivership proceedings are commenced with respect to you; and/or
- If you breach any provision of, or fail to perform any of your obligations under, this Agreement, including but not limited to any failure to pay any amount when due.

At any time while there is a Default, we may, on 30 days written notice require that you immediately purchase the Equipment at the buy-out price and on the other terms set out in paragraph 7. If we choose not to exercise this option, or if you fail to pay the buy-out price, then we may also exercise one or more of the following rights without further advance notice:

- Terminate this Agreement;
- Enter the Premises and disconnect, remove and use or dispose of the Equipment for our own account; and/or
- Pursue any other remedies we may have at law.

If we choose to terminate this Agreement and/or remove the Equipment as a result of a Default, you agree to pay a removal charge in accordance with our then current fee schedules for removals or disconnections. You also acknowledge that we have no obligation to remove or re-sell the Equipment and you are not entitled to any proceeds of sale.

Upon termination of this Agreement and/or removal of the Equipment, all amounts owing hereunder are due and payable.

11. Protecting Our Rights To The Equipment

To protect our rights to the Equipment, we may register a notice of security interest in the Equipment under the *Personal Property Security Act* (Ontario) or equivalent legislation as we deem appropriate. You agree to sign and give us any documents or guarantees we need to preserve our rights to the Equipment and protect us against any claims to it.

12. Indemnification

You agree to hold us and anyone associated with us blameless and to compensate us for any damages, injuries or claims related direct or indirectly to the installation or use of the Equipment, unless the loss or damage is as a result of our negligence.

13. Limitation on liability

We are responsible for damages solely to the extent caused by willful or negligent act or omission by us, but in any event, we are not liable for consequential, indirect, punitive or economic losses.

14. Assignment

Enercare may transfer or assign its interest in this Agreement to someone else at any time without your permission and without notice to you.

15. Entire agreement

You understand that this Agreement contains all our commitments and promises in connection with the rental of the Equipment.

How To Contact Us:

80 Allstate Parkway
Markham, Ontario L3R 6H3
Attention: "Rental Group"
1-800-266-3939