

Sales Representative:		Telephone Number:	Credit Approval Number:		
Lessee is: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant	Mr Mrs Miss Ms	Given Name:	Middle Name:	Surname or Corporate Name:	
Installation Address:	(Number, Street Name, Unit Number)	Town or City:	Postal Code:	Province:	Tel/Fax Number:
Mailing Address:	(Number, Street Name, Unit Number)	Town or City:	Postal Code:	Province:	Tel/Fax Number:
Email Address:		Opportunity Number:		Installation Date:	
Equipment Type: <input type="checkbox"/> Water Softener <input type="checkbox"/> Water Filtration System <input type="checkbox"/> Reverse Osmosis System			Preferred delivery and installation date (delivery and installation on specified date if possible):		
Equipment Model:		Serial Number:		Current Calendar Year Rental Rate (excl. taxes):	

- 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" or "you"). 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 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:  _____ (I have authority to bind the Lessee)	Print Name and Title (If Lessee is a Corporation):  Name:  Title:
Date Agreement Signed (Y/M/D):	Authorized Enercare Signature:  _____ Print Name:	Lessee's:  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.

### See the Terms and Conditions for a statement of your rights under the *Consumer Protection Act*.

**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 the Equipment in the Premises as provided for in this Agreement and you agree to be bound jointly and severally with the Lessee. Without limiting the foregoing, if the Lessee defaults under this Agreement, you will:

- fulfill the obligations of the Lessee under this Agreement and remedy any defaults of the Lessee (including paying all overdue amounts) under this Agreement and continue to rent the Equipment; or
- purchase the Equipment in accordance with paragraph 7 of the Terms and Conditions.

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 we may register a notice of our interest in the Equipment and this Agreement, including a notice on title to the Premises.

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

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**1. Commitment. “Our”, “us” “we” or “Energare” means Energare Home and Commercial Services Limited Partnership.** Our commitment to you, our rental customer, (“you”, “your” or “customer”), is to provide you with a reliable, trouble-free water treatment system in accordance with this Residential Water Treatment System Rental Agreement (the “Agreement”). The water treatment system (“Equipment”) you rent from us, as set out above, is backed by Energare to the extent provided in this Agreement.

**2. Term.** The term of this Agreement commences on the date the Equipment is installed. The term of the Equipment rental ends if this Agreement is terminated by you or us in accordance with its terms (which, for greater certainty, includes you exercising your buyout option in accordance with the terms of this Agreement) or when the useful life of the Equipment has ended. The useful life of the Equipment ends when Energare or its authorized service provider determines, having regard to the relevant factors, including without limitation, the age of the Equipment and the cost of any repairs to be made to the Equipment, that it is no longer commercially reasonable to repair the Equipment. For greater certainty, you do not have any right to subsequently request different Equipment than the one you rent from us under this Agreement.

**3. Our Obligation to You.** Our obligation to you is to service and repair the Equipment with no service charges or parts replacement charges **except** in the following circumstances:

- if you (or a third party not authorized by us) alter, modify, adjust, damage, service, repair, move or disconnect the Equipment;
- if service or repairs to the Equipment are necessary because the Equipment was used for an unintended or unauthorized purpose, including non-residential purposes;
- where piping, wiring, plumbing, electric services and/or consumables, such as softener salt (in the case of a Water Softener) or quick connect filters (in the case of a Reverse Osmosis System), requires repair, replacement or installation, including to meet applicable laws or installation requirements;
- if you fail to maintain the Equipment in accordance with the requirements set out below under “Customer Obligations - Safety”.

Should you require assistance, our 24 hours per day, 7 days per week emergency phone number is **1-800-266-3939**. Should we update this phone number, the updated number can be found on the Energare website at [www.energare.ca](http://www.energare.ca).

**4. Customer Obligations.** In return for fulfilling our obligations to you, you agree that:

**a) Rental Charges –** The rate on the date of this Agreement for your monthly rental charge is indicated above. You will be responsible for paying rental charges from the date the Equipment is installed (as indicated above) or, if you purchased the premises after the Equipment was installed, from the closing date of the purchase. We may increase our rental rates on January 1 of each calendar year by a percentage up to the percentage increase to CPI plus 2%. For the purposes of this Agreement, “CPI” means the All-items Consumer Price Index (not seasonally adjusted) for Ontario or the equivalent thereof, or any comparable successor index thereof, published by Statistics Canada in October in respect of the immediately preceding September to September period, or by any other equivalent or duly authorized department of the Government of Canada (for clarity, the Consumer Price Index in Canada is expressed in terms of 2002 = 100). We will notify you of any such rental rate increases in advance in bill inserts, by letter or by any method permitted by law.

**b) Payment of Charges –** You will pay your charges billed under this Agreement when due. You agree to pay HST and any other taxes payable in connection with this Agreement. Your charges may be included on your utility bill, or we may choose to bill you separately or through our service provider. Acceptable methods of payment, which currently include pre-authorized payment, payment by cheque, by telephone or in person, or online banking, will be set out on the bill you receive. Should any payment be returned for non-sufficient funds (“NSF”), you agree to pay a NSF charge of \$25. A late payment charge will apply to all overdue amounts on your bill, including applicable federal and provincial taxes. The rate for late payment charges is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your bill is due on the date indicated on the bill.

**Late Payment Charges on your Enbridge Gas Distribution (“EGD”) Bill** (applicable only if your charges are included on your EGD bill) – A late payment charge will apply to all overdue amounts on your EGD bill, including applicable federal and provincial taxes. The late payment charge will be calculated and applied as approved by the Ontario Energy Board (“OEB”). The current OEB-approved late payment rate is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your EGD bill is due when you receive it, which is considered to be three days after the bill date. If you do not pay your bill in full by the late payment effective date on the first page of your EGD bill, a late payment charge equal to the late payment rate multiplied by a total of all unpaid charges will be added to your EGD bill.

**c) Access –** You will provide us with timely access to the Equipment whenever required by us to perform our obligations or exercise our rights under this Agreement.

**d) Safety –** You will use the Equipment safely and responsibly. In particular, you will:

- in the case of a Water Softener, inspect the Water Softener regularly and ensure the Water Softener has adequate softener salt levels;
- in the case of a Reverse Osmosis System, replace the quick connect replacement filters as required;
- maintain effective operation of any plumbing and pumping systems supplying water to the Equipment;
- ensure that the Equipment is not confined in a location where it is difficult to service;
- provide us with access to the Equipment whenever reasonably required for purposes of inspection, repair, maintenance or removal;
- inspect the area around the Equipment on a regular basis for any sign of water leakage;
- contact us for service if you see any signs of water leakage from the Equipment;
- in the case of a Water Softener or Whole House Filtration System, ensure that the Water Softener or Whole House Filtration System, as applicable, is located in an area with sufficient drainage in the vicinity, and that the drainage is open, unrestricted and effective; and
- not permit anyone who has not been authorized by us to service, repair, modify, alter, adjust, move or disconnect the Equipment.

**e) Ownership, Credit and Security Interest.** You agree that:

- if more than one customer is named on the account, each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by this Agreement;
- during the term of this Agreement, the Equipment remains our property, does not become a fixture, and you will not tamper with any tag(s) or sticker(s) identifying the Equipment as rented equipment or that it is owned by us;
- we may inquire about your credit history and, if necessary, use the personal information you have provided to us to do so. For greater certainty, you 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 or we are not satisfied with the results of any credit check, we may end this Agreement and the provisions of “Termination - Termination by Us” will apply;
- you will promptly inform us of any change in your: (i) mailing address at least 30 days in advance of such change; and/or (ii) if previously provided, bank account or credit card information promptly after such change is made;
- this Agreement is binding upon and will enure to your heirs, personal representatives, successors and permitted assigns; and
- we may register, at your expense, our interest in the Equipment against you and/or against title to the premises. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint us as your lawful attorney for the purpose of doing any such registrations. You agree that the Equipment will remain personal property even though it may become affixed to the premises. You agree to keep the Equipment free of all liens, security interests, mortgages and other claims.

**5. Sale of your Home –** If you sell or otherwise transfer the premises, you are required to inform the transferee, at or before the effective date of the sale or transfer, of the existence of this Agreement and the rental Equipment installed in the premises. We will permit the transferee to assume your rights and obligations under this Agreement, effective from the date of sale or transfer; provided that:

- you or your representative notify the transferee in the sale or transfer agreement that the Equipment is rented and is subject to this Agreement;
- you or your representative advise us in advance of the transferee’s name and the intended date of sale or transfer;
- you or your representative advise us in advance of the address and telephone number where you can be contacted after the date of sale or transfer;
- the transferee agrees in writing or by conduct to assume your obligations under this Agreement; and
- you have paid us all amounts owing under this Agreement.

Unless and until these conditions are satisfied, or unless Energare otherwise waives any or all of these conditions, which we are under no obligation to do, you will remain responsible for the Equipment rental and your obligations under this Agreement, including making all rental payments. You hereby authorize us to respond to information requests relating to your account made by or on behalf of the transferee.

**6. Warranties and Liability.**

**a) Warranties –** We make no representations, warranties or conditions as to the performance of the Equipment except for those which are given by statute and which you cannot waive and except any express warranties provided by the manufacturer of the Equipment, except as provided below. We are not the manufacturer of the Equipment and we are not making any warranty or guarantee in respect of it, the supplier or the manufacturer of the Equipment, including whether the Equipment is suitable for you, except as provided above. Any warranties or guarantees provided under applicable legislation are hereby excluded to the extent permitted by law.

**b) Liability –** Except as otherwise expressly provided in this Agreement, we will not be liable for any loss, damage or injury of any type (including as a result of water leakage or any electrical related events) arising out of or related to this Agreement or caused or contributed to in any way by the supply, installation, use and/or operation of the Equipment. We shall not be responsible for any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If we are unable to perform any of our obligations under this Agreement because of circumstances or events beyond our control, we shall be excused from the performance of such obligations for the duration of such circumstances or events and we shall not be liable to you for such failure to perform.

**c) Indemnity –** You will indemnify us from all claims, losses and costs that we may suffer or pay or may be required to pay, including legal expenses, in connection with this Agreement, including its termination or enforcement, or the supply, use and/or operation of the Equipment including any claims against us for any injury or death to individuals or damage to property, including from your negligence or misuse of the Equipment. This obligation survives the termination of this Agreement for any reason.

**d) Insurance –** During the term of this Agreement, you are responsible for any loss or damage to the Equipment from any cause, whether or not insured, until all of your obligations under this Agreement have been fulfilled.

**7. Personal Information About You.** You authorize us to collect and use personal information about you. You authorize us to collect the personal information provided by you and to review information about your Energare bill payments or, if you are billed by your gas utility, you authorize your gas utility (including EGD) to provide us with any charges and payment information. Other than to our authorized service providers and parties that will provide us with credit information, we will not knowingly share this information with third parties without your permission, other than a party to whom we transfer, assign, encumber or otherwise dispose of this Agreement or the Equipment.

Your privacy is important to us. As a current customer, we are committed to offering you more value in the future. Every once in awhile we, an affiliate or an authorized service provider, may mail or call you about our other products and services that may be of interest to you. If you do not want us, an affiliate or an authorized service provider, to contact you about such products and services or if you would simply like more information about how we use personal information, please contact us using the information set out in the section “How to Contact Us” located at the end of this Agreement. Our privacy policy can be found on our website.

**8. Termination**

**Termination by Us –** If you fail to meet any of your obligations (including payment obligations) set out in this Agreement, you agree that we may terminate this Agreement and bill you for the applicable buyout price and on the other terms set out below under “Termination - Termination by You”. You agree to pay the buyout price when invoiced by us.

**Termination by You –** Your sole method of terminating this Agreement prior to the end of the useful life of the Equipment is to purchase the Equipment. You may purchase the Equipment at any time for a buyout price that reflects, among other things, the unpaid cost of the Equipment and related installation, finance and servicing costs, which buyout price can be found on our website. You can also confirm the buyout price by calling an Energare Rental Specialist at **1-877-334-1846**. You may exercise your buyout option by notifying us in writing or by calling an Energare Rental Specialist at **1-877-334-1846**.

When you exercise your buyout option, you accept the Equipment in an “as-is” condition, subject to the balance of any transferable manufacturer’s warranty, and you assume full responsibility for the Equipment and its repair and maintenance. You also agree to pay the buyout price when invoiced by us.

Once payment has been received for the buyout price, and no other amounts are outstanding pursuant to this Agreement, this Agreement will end for the Equipment and, as set out more particularly below in the section called “End of this Agreement”, you will have no further obligation to pay rent and we will have no further obligation to you.

**9. End of this Agreement.** At the end of this Agreement (for whatever reason):

- Rent –** you are not obligated to rent and we are not obligated to supply replacement equipment (including a water treatment system), unless we mutually agree at the time and enter into a new water treatment system rental agreement.
- Replacement –** Energare is not responsible for replacing the Equipment or re-connecting any ancillary or other equipment including without limitation piping, plumbing, wiring and/or electrical services.
- Removal and Disposal –** if the Equipment has reached the end of its useful life and we are not installing replacement Equipment, you shall at such time own the Equipment, and if you wish for us to disconnect and/or dispose of the Equipment, you must contact us by calling 1-877-334-1846 to make such arrangements. We will charge you in accordance with our then current fee schedules for removals or disposals.
- No Further Obligations –** you will have no further obligation to pay rent (other than rent owing prior to the end of this Agreement) and, subject to any statutorily mandated requirements, we will have no further obligations of any kind or manner to you.

**10. Assignments.** We may transfer, assign, encumber or otherwise dispose of all or any part of our interest in this Agreement and/or the Equipment to another party at any time without notice to you and without your permission. To the extent permitted by law, you will not assert against any transferee any claims, defences, set-offs, deductions or counter-claims which you may now or in the future be entitled to assert against us. Except as otherwise provided in this Agreement, you may not transfer, assign or encumber all or part of your interest in this Agreement or the Equipment without our prior written consent (see the section called “Sale of your Home”).

**11. Invalidity of Provision.** If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, such provision shall be severed and the remainder of this Agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent of this Agreement.

**12. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein.

**13. Entire Agreement and Amendments.** You understand that this Agreement is the entire agreement between you and us and supercedes all prior agreements, understandings or discussions, whether oral or written, and there are no warranties, representations or other agreements except as specifically set out in this Agreement. This Agreement may be amended from time to time by us by notice in bill inserts, by letter or by any method permitted by law.

**14. How to Contact Us.** You may contact us as follows:

Energare Home Services  
80 Allstate Parkway  
Markham, Ontario L3R 6H3  
Attention: “Rental Group”  
**1-800-266-3939**

**Your Rights under the Consumer Protection Act, 2002**

You may cancel this Agreement at any time during the period that ends ten (10) days after the day you receive a written copy of this Agreement. You do not need to give us a reason for cancelling during this 10-day period.

If we do not make delivery within 30 days after the delivery date specified in this Agreement or if we do not begin performance of our obligations within 30 days after the commencement date specified in this Agreement, you may cancel this Agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

If the delivery date or commencement date is not specified in this Agreement and we do not deliver or commence performance within 30 days after the date this Agreement is entered into, you may cancel this Agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

In addition, there are other grounds that allow you to cancel this Agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services.

To cancel this Agreement, you must give notice of cancellation to us, at the address set out above, by any means that allows you to prove the date on which you gave notice. If no address is set out in this Agreement, use any of our addresses that are on record with the Government of Ontario or the Government of Canada or is known by you.

If you cancel this Agreement, we have fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

However, if you cancel this Agreement after having solicited the goods or services from us and having requested that delivery be made or performance be commenced within 10 days after the date this Agreement is entered into, we are entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this Agreement was entered into and the date on which you gave notice of cancellation to us, except goods that can be repossessed by or returned to us.

If we request in writing repossession of any goods that came into your possession under this Agreement, you must return the goods to our address, or allow us or a person designated by us in writing to repossess the goods at your address.

If you cancel this Agreement, you must take reasonable care of any goods that came into your possession under this Agreement until one of the following happens:

- we repossess the goods;
- we have been given a reasonable opportunity to repossess the goods and 21 days have passed since this Agreement was cancelled;
- you return the goods; or
- we direct you in writing to destroy the goods and you do so in accordance with our instruction

**1. Commitment.** “Our”, “us” “we” or “Energare” means **Energare Home and Commercial Services Limited Partnership**. Our commitment to you, our rental customer, (“you”, “your” or “customer”), is to provide you with a reliable, trouble-free water treatment system in accordance with this Residential Water Treatment System Rental Agreement (the “**Agreement**”). The water treatment system (“**Equipment**”) you rent from us, as set out above, is backed by Energare to the extent provided in this Agreement.

**2. Term.** The term of this Agreement commences on the date the Equipment is installed. The term of the Equipment rental ends if this Agreement is terminated by you or us in accordance with its terms (which, for greater certainty, includes you exercising your buyout option in accordance with the terms of this Agreement) or when the useful life of the Equipment has ended. The useful life of the Equipment ends when Energare or its authorized service provider determines, having regard to the relevant factors, including without limitation, the age of the Equipment and the cost of any repairs to be made to the Equipment, that it is no longer commercially reasonable to repair the Equipment. For greater certainty, you do not have any right to subsequently request different Equipment than the one you rent from us under this Agreement.

**3. Our Obligation to You.** Our obligation to you is to service and repair the Equipment with no service charges or parts replacement charges **except** in the following circumstances:

- a) if you (or a third party not authorized by us) alter, modify, adjust, damage, service, repair, move or disconnect the Equipment;
- b) if service or repairs to the Equipment are necessary because the Equipment was used for an unintended or unauthorized purpose, including non-residential purposes;
- c) where piping, wiring, plumbing, electric services and/or consumables, such as softener salt (in the case of a Water Softener) or quick connect filters (in the case of a Reverse Osmosis System), requires repair, replacement or installation, including to meet applicable laws or installation requirements;
- d) if you fail to maintain the Equipment in accordance with the requirements set out below under “Customer Obligations - Safety”.

Should you require assistance, our 24 hours per day, 7 days per week emergency phone number is **1-800-266-3939**. Should we update this phone number, the updated number can be found on the Energare website at [www.energare.ca](http://www.energare.ca).

**4. Customer Obligations.** In return for fulfilling our obligations to you, you agree that:

- a) **Rental Charges** – The rate on the date of this Agreement for your monthly rental charge is indicated above. You will be responsible for paying rental charges from the date the Equipment is installed (as indicated above) or, if you purchased the premises after the Equipment was installed, from the closing date of the purchase. We may increase our rental rates on January 1 of each calendar year by a percentage up to the percentage increase to CPI plus 2%. For the purposes of this Agreement, “CPI” means the All-items Consumer Price Index (not seasonally adjusted) for Ontario or the equivalent thereof, or any comparable successor index thereof, published by Statistics Canada in October in respect of the immediately preceding September to September period, or by any other equivalent or duly authorized department of the Government of Canada (for clarity, the Consumer Price Index in Canada is expressed in terms of 2002 = 100). We will notify you of any such rental rate increases in advance in bill inserts, by letter or by any method permitted by law.
- b) **Payment of Charges** – You will pay your charges billed under this Agreement when due. You agree to pay HST and any other taxes payable in connection with this Agreement. Your charges may be included on your utility bill, or we may choose to bill you separately or through our service provider. Acceptable methods of payment, which currently include pre-authorized payment, payment by cheque, by telephone or in person, or online banking, will be set out on the bill you receive. Should any payment be returned for non-sufficient funds (“NSF”), you agree to pay a NSF charge of \$25. A late payment charge will apply to all overdue amounts on your bill, including applicable federal and provincial taxes. The rate for late payment charges is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your bill is due on the date indicated on the bill.

**Late Payment Charges on your Enbridge Gas Distribution (“EGD”) Bill** (applicable only if your charges are included on your EGD bill) – A late payment charge will apply to all overdue amounts on your EGD bill, including applicable federal and provincial taxes. The late payment charge will be calculated and applied as approved by the Ontario Energy Board (“OEB”). The current OEB-approved late payment rate is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your EGD bill is due when you receive it, which is considered to be three days after the bill date. If you do not pay your bill in full by the late payment effective date on the first page of your EGD bill, a late payment charge equal to the late payment rate multiplied by a total of all unpaid charges will be added to your EGD bill.

- c) **Access** – You will provide us with timely access to the Equipment whenever required by us to perform our obligations or exercise our rights under this Agreement.
- d) **Safety** – You will use the Equipment safely and responsibly. In particular, you will:
- i) in the case of a Water Softener, inspect the Water Softener regularly and ensure the Water Softener has adequate softener salt levels;
  - ii) in the case of a Reverse Osmosis System, replace the quick connect

replacement filters as required;

- iii) maintain effective operation of any plumbing and pumping systems supplying water to the Equipment;
- iv) ensure that the Equipment is not confined in a location where it is difficult to service;
- v) provide us with access to the Equipment whenever reasonably required for purposes of inspection, repair, maintenance or removal;
- vi) inspect the area around the Equipment on a regular basis for any sign of water leakage;
- vii) contact us for service if you see any signs of water leakage from the Equipment;
- viii) in the case of a Water Softener or Whole House Filtration System, ensure that the Water Softener or Whole House Filtration System, as applicable, is located in an area with sufficient drainage in the vicinity, and that the drainage is open, unrestricted and effective; and
- ix) not permit anyone who has not been authorized by us to service, repair, modify, alter, adjust, move or disconnect the Equipment.

**e) Ownership, Credit and Security Interest.** You agree that:

- i) if more than one customer is named on the account, each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by this Agreement;
- ii) during the term of this Agreement, the Equipment remains our property, does not become a fixture, and you will not tamper with any tag(s) or sticker(s) identifying the Equipment as rented equipment or that it is owned by us;
- iii) we may inquire about your credit history and, if necessary, use the personal information you have provided to us to do so. For greater certainty, you 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 or we are not satisfied with the results of any credit check, we may end this Agreement and the provisions of “Termination - Termination by Us” will apply;
- iv) you will promptly inform us of any change in your: (i) mailing address at least 30 days in advance of such change; and/or (ii) if previously provided, bank account or credit card information promptly after such change is made;
- v) this Agreement is binding upon and will enure to your heirs, personal representatives, successors and permitted assigns; and
- vi) we may register, at your expense, our interest in the Equipment against you and/or against title to the premises. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint us as your lawful attorney for the purpose of doing any such registrations. You agree that the Equipment will remain personal property even though it may become affixed to the premises. You agree to keep the Equipment free of all liens, security interests, mortgages and other claims.

**5. Sale of your Home** – If you sell or otherwise transfer the premises, you are required to inform the transferee, at or before the effective date of the sale or transfer, of the existence of this Agreement and the rental Equipment installed in the premises. We will permit the transferee to assume your rights and obligations under this Agreement, effective from the date of sale or transfer; provided that:

- a) you or your representative notify the transferee in the sale or transfer agreement that the Equipment is rented and is subject to this Agreement;
- b) you or your representative advise us in advance of the transferee’s name and the intended date of sale or transfer;
- c) you or your representative advise us in advance of the address and telephone number where you can be contacted after the date of sale or transfer;
- d) the transferee agrees in writing or by conduct to assume your obligations under this Agreement; and
- e) you have paid us all amounts owing under this Agreement.

Unless and until these conditions are satisfied, or unless Energare otherwise waives any or all of these conditions, which we are under no obligation to do, you will remain responsible for the Equipment rental and your obligations under this Agreement, including making all rental payments. You hereby authorize us to respond to information requests relating to your account made by or on behalf of the transferee.

**6. Warranties and Liability.**

- a) **Warranties** – We make no representations, warranties or conditions as to the performance of the Equipment except for those which are given by statute and which you cannot waive and except any express warranties provided by the manufacturer of the Equipment, except as provided below. We are not the manufacturer of the Equipment and we are not making any warranty or guarantee in respect of it, the supplier or the manufacturer of the Equipment, including whether the Equipment is suitable for you, except as provided above. Any warranties or guarantees provided under applicable legislation are hereby excluded to the extent permitted by law.
- b) **Liability** – Except as otherwise expressly provided in this Agreement, we will not be liable for any loss, damage or injury of any type (including as a result of water leakage or any electrical related events) arising out of or related to this Agreement or caused or contributed to in any way by the supply, installation, use and/or operation of the Equipment. We shall not be responsible for any indirect, incidental, special or consequential damages,

even if reasonably foreseeable. If we are unable to perform any of our obligations under this Agreement because of circumstances or events beyond our control, we shall be excused from the performance of such obligations for the duration of such circumstances or events and we shall not be liable to you for such failure to perform.

**c) Indemnity** – You will indemnify us from all claims, losses and costs that we may suffer or pay or may be required to pay, including legal expenses, in connection with this Agreement, including its termination or enforcement, or the supply, use and/or operation of the Equipment including any claims against us for any injury or death to individuals or damage to property, including from your negligence or misuse of the Equipment. This obligation survives the termination of this Agreement for any reason.

**d) Insurance** – During the term of this Agreement, you are responsible for any loss or damage to the Equipment from any cause, whether or not insured, until all of your obligations under this Agreement have been fulfilled.

**7. Personal Information About You.** You authorize us to collect and use personal information about you. You authorize us to collect the personal information provided by you and to review information about your Enercare bill payments or, if you are billed by your gas utility, you authorize your gas utility (including EGD) to provide us with any charges and payment information. Other than to our authorized service providers and parties that will provide us with credit information, we will not knowingly share this information with third parties without your permission, other than a party to whom we transfer, assign, encumber or otherwise dispose of this Agreement or the Equipment.

Your privacy is important to us. As a current customer, we are committed to offering you more value in the future. Every once in awhile we, an affiliate or an authorized service provider, may mail or call you about our other products and services that may be of interest to you. If you do not want us, an affiliate or an authorized service provider, to contact you about such products and services or if you would simply like more information about how we use personal information, please contact us using the information set out in the section “How to Contact Us” located at the end of this Agreement. Our privacy policy can be found on our website.

## 8. Termination

**Termination by Us** – If you fail to meet any of your obligations (including payment obligations) set out in this Agreement, you agree that we may terminate this Agreement and bill you for the applicable buyout price and on the other terms set out below under “Termination – Termination by You”. You agree to pay the buyout price when invoiced by us.

**Termination by You** – Your sole method of terminating this Agreement prior to the end of the useful life of the Equipment is to purchase the Equipment. You may purchase the Equipment at any time for a buyout price that reflects, among other things, the unpaid cost of the Equipment and related installation, finance and servicing costs, which buyout price can be found on our website. You can also confirm the buyout price by calling an Enercare Rental Specialist at **1-877-334-1846**. You may exercise your buyout option by notifying us in writing or by calling an Enercare Rental Specialist at **1-877-334-1846**.

When you exercise your buyout option, you accept the Equipment in an “as-is” condition, subject to the balance of any transferable manufacturer’s warranty, and you assume full responsibility for the Equipment and its repair and maintenance. You also agree to pay the buyout price when invoiced by us.

Once payment has been received for the buyout price, and no other amounts are outstanding pursuant to this Agreement, this Agreement will end for the Equipment and, as set out more particularly below in the section called “End of this Agreement”, you will have no further obligation to pay rent and we will have no further obligation to you.

**9. End of this Agreement.** At the end of this Agreement (for whatever reason):

**a) Rent** – you are not obligated to rent and we are not obligated to supply replacement equipment (including a water treatment system), unless we mutually agree at the time and enter into a new water treatment system rental agreement.

**b) Replacement** – Enercare is not responsible for replacing the Equipment or re-connecting any ancillary or other equipment including without limitation piping, plumbing, wiring and/or electrical services.

**c) Removal and Disposal** – if the Equipment has reached the end of its useful life and we are not installing replacement Equipment, you shall at such time own the Equipment, and if you wish for us to disconnect and/or dispose of the Equipment, you must contact us by calling 1-877-334-1846 to make such arrangements. We will charge you in accordance with our then current fee schedules for removals or disposals.

**d) No Further Obligations** – you will have no further obligation to pay rent (other than rent owing prior to the end of this Agreement) and, subject to any statutorily mandated requirements, we will have no further obligations of any kind or manner to you.

**10. Assignments.** We may transfer, assign, encumber or otherwise dispose of all or any part of our interest in this Agreement and/or the Equipment to another party at any time without notice to you and without your permission. To the extent permitted by law, you will not assert against any transferee any claims, defences, set-offs, deductions or counter-claims which you may now or in the future be entitled to assert against us. Except as otherwise provided in this Agreement, you

may not transfer, assign or encumber all or part of your interest in this Agreement or the Equipment without our prior written consent (see the section called “Sale of your Home”).

**11. Invalidity of Provision.** If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, such provision shall be severed and the remainder of this Agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent of this Agreement.

**12. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein.

**13. Entire Agreement and Amendments.** You understand that this Agreement is the entire agreement between you and us and supercedes all prior agreements, understandings or discussions, whether oral or written, and there are no warranties, representations or other agreements except as specifically set out in this Agreement. This Agreement may be amended from time to time by us by notice in bill inserts, by letter or by any method permitted by law.

**14. How to Contact Us.** You may contact us as follows:

Enercare Home Services  
80 Allstate Parkway  
Markham, Ontario L3R 6H3  
Attention: “Rental Group”  
**1-800-266-3939**

## Your Rights under the Consumer Protection Act, 2002

You may cancel this Agreement at any time during the period that ends ten (10) days after the day you receive a written copy of this Agreement. You do not need to give us a reason for cancelling during this 10-day period.

If we do not make delivery within 30 days after the delivery date specified in this Agreement or if we do not begin performance of our obligations within 30 days after the commencement date specified in this Agreement, you may cancel this Agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

If the delivery date or commencement date is not specified in this Agreement and we do not deliver or commence performance within 30 days after the date this Agreement is entered into, you may cancel this Agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

In addition, there are other grounds that allow you to cancel this Agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services.

To cancel this Agreement, you must give notice of cancellation to us, at the address set out above, by any means that allows you to prove the date on which you gave notice. If no address is set out in this Agreement, use any of our addresses that are on record with the Government of Ontario or the Government of Canada or is known by you.

If you cancel this Agreement, we have fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

However, if you cancel this Agreement after having solicited the goods or services from us and having requested that delivery be made or performance be commenced within 10 days after the date this Agreement is entered into, we are entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this Agreement was entered into and the date