

WATER HEATER RENTAL CONTRACT

* Please see Water Heater Rental Terms and Conditions on reverse

Op/Sub Case number

CUSTOMER INFORMATION PLEASE NOTE: Terms of rental agreement are reviewed and / or revised on an annual basis. Please ensure you read and understand your terms and conditions prior to signing.

Customer given name	Client surname		
Address	Unit/Apt.	City/Town	Prov.
Postal code	Telephone number		Alt. Telephone number

EnerCare/CONTRACTOR INFORMATION

Company name		District	District ID	Installer name
Manufacturer - Old Water Heater		Manufacturer - New Water Heater		
Model number		Model number		
Serial number		Serial number		
Status `New Install `Water heater `Residential `Exchange `Tankless `Commercial `Straight Removal `Conversion Burner `Mixing Valve `Hard Water	Reason for Removal `Building Demolished `Cust. Purchased own `Damage `Electric to Gas `Gas to Electric `Fire `Flood `Furnace Replaced `Incorrect address install `Leaking `Liming `RustyWater	Reason for Exchange `Damage `Fire `Leaking `Liming `Manufacturer Defect `RustyWater `Save Op. > 5 years `Upgrade `Furnace Replaced `Upsize Tank `Downsize Tank		
Pre-install Site Review Was water off upon arrival?`Y`N Is there an active drain?`Y`N Is the drain covered or blocked?`Y`N What is the distance from the tank to the drain?_____ft. Are there any obstructions between the tank and the drain?`Y`N Are there visible signs of water escape?`Y`N				
Where is the tank leaking from?				
Affected area (room)?				
Damaged equipment				
Noticeable damage (walls, flooring, etc.)/Comments				
Client acknowledges additional charges may apply in connection with the installation of the water heater:				

SALES AGREEMENT (Please see terms of sale below)

Quantity	Model	SKU#	Description	Price
Payment Options: `Cash`Cheque`Visa`MasterCard`Add it to my bill Approval # _____				Total Sales Price (incl. delivery and install) Promotional HST - (registration number 83973-2799-RT-0001) Administration Fee Subtotal Down Payment Total Payable

I, the undersigned, agree to rent a water heater from EnerCare Home and Commercial Services Limited Partnership in accordance with the Water Heater Rental Terms and Conditions on the reverse of this Water Heater Rental Contract and rental rate as listed below. I also agree to purchase the products and/or services (if any) listed in the ‘Sales Agreement’ part of this form in accordance with the Sales Agreement Terms and Conditions set forth below.

Water Heater Monthly Rental Rate (2014): _____

Client Signature: _____ Date: DD / MM / YY

Landlord/Owner Signature: _____ Date: DD / MM / YY

(Only required if the buyer is a tenant, by signing above, the owner agrees to everything on the front of this form and to the terms and conditions attached hereto and agrees to let us onto the premises to install and, if necessary, remove the goods.)

Installer Signature: _____ Date: DD / MM / YY

Should you have any questions please call **1-877-334-1846**.

Sales Order Number
Credit Memo Number
Service Order Number

`Homeowner_____initial
☐ Tenant_initial

Your cancellation rights under the Consumer Protection Act, 2002, can be found in the Rental Water Heater Terms and Conditions

Sales Agreement Terms and Conditions PLEASE NOTE: Water heater rental terms are located on the reverse.

- You agree with these terms and conditions and confirm that you have read and understood them.
- You agree to pay the Total Payable (as set forth above), which is due upon execution of the Water Heater Rental Contract (the “Contract”). Should any payment be returned non-sufficient funds, you agree to pay a charge of \$25. The outstanding balance and the returned payment fee will be added to the bill issued by the company that issues your invoice.
- The purchased goods set forth above will be delivered at the address and on the date specified on the Contract. We own the products until you pay everything you owe as set forth above.
- If you break any of these sales terms, then to the extent permitted by law, we may enter the premises to repossess the goods and terminate this Contract. We may take this action if, without limitation, you fail to pay when due any amount payable herein.
- The Contract contains all our commitments with respect to the purchased goods.
- Within one year of the date of installation, we will fix any problem relating to the installation of the goods that is a direct result of an improper installation by us, free of charge.
- We are not responsible for any injury or damage resulting from negligence or misuse of the goods.

™Direct Energy and the Energy Bolt Design are trademarks of Direct Energy Marketing Limited.

CA/EA (Goldenrod Copy)

Contractor (Pink Copy)

Customer (Yellow Copy)

Rental Admin (White Copy)

Water Heater Rental Terms and Conditions

Revised as of October 20, 2014

IMPORTANT: If you have previously rented a water heater from EnerCare, you should be aware that these Water Heater Rental Terms and Conditions are different from those that have applied in the past, including with respect to the termination option. Please read these Water Heater Rental Terms and Conditions carefully. Certain provisions have been highlighted for ease of reference. **Commitment.** "Our", "us" "we" or "EnerCare" means EnerCare 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 heater in accordance with the terms set out in the Rental Water Heater Contract form and these Water Heater Rental Terms and Conditions (collectively, the "Agreement"). The water heater ("Water Heater") you rent from us is fully backed by EnerCare.

Term. The Water Heater rental term commences the date the Water Heater is installed or, if you purchased the premises after the Water Heater was installed, from the date of your purchase, provided you meet the requirements set out in the section called "Sale of Your Home". The term of the Water Heater rental ends if the 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 the Agreement) or if the useful life of the Water Heater has ended. The useful life of a Water Heater ends when EnerCare or its authorized service provider determines, having regard to the relevant factors, including without limitation, the age of the Water Heater and the cost of any repairs to be made to the Water Heater, that it is no longer commercially reasonable to repair the Water Heater.

Our Obligation to You. Our obligation to you is to service and repair the Water Heater 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 Water Heater;
- b) if service or repairs to the Water Heater are necessary because the Water Heater was used for an unintended or unauthorized purpose;
- c) unless you are paying our hard water rental rate, if the Water Heater requires de-liming, flushing or other repair due to water conditions or the quality of the environment in which the Water Heater is situated. For greater certainty, EnerCare determines hard water conditions. In such situations, we cover only diagnostic work;
- d) where venting, piping, wiring, plumbing, ducting and/or electric services requires cleaning, repair or replacement;
- e) where re-setting is required due to "FVIR lock-out" as described below under "Customer Advisory";
- f) if you fail to maintain your Water Heater in accordance with the requirements set out below under "Customer Obligations - Safety"; or
- g) if you fail to notify us as described below under "Customer Obligations - Duty to Maintain".

Should you require assistance, our 24-hour 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 EnerCare website.

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

- a) **Payment of Charges** - You will pay your rental charges when due. We may change our rental rates from time to time by announcing rate changes in advance in bill inserts, by letter or by any method permitted by law. Your rental charges will be included on your utility bill, or we may choose to bill you separately through our service provider. Acceptable methods of payment will be set out on the bill you receive. You may pay us on demand interest on amounts payable by you (including interest) and not paid when due, both before and after judgement is entered out on you by a court.
- b) **Safety** - You will use your Water Heater safely and responsibly. In particular, you will:
 - a. maintain effective operation of any plumbing and piping systems supplying water to the Water Heater;
 - b. ensure that no combustible, hazardous or flammable materials are used or stored in the same room or near the Water Heater;
 - c. ensure that the Water Heater is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation;
 - d. provide us with access to the Water Heater whenever reasonably required for purposes of inspection, repair, maintenance or removal;
 - e. ensure that the Water Heater is located in an area with sufficient drainage in the vicinity, and that the drainage is open and unrestricted; or
 - f. you will not permit anyone who has not been authorized by us to service, repair, modify, alter, adjust, move or disconnect the Water Heater. Further, any person authorized by us to service, repair, modify, move or disconnect the Water Heater shall do so in accordance with our instructions or requirements.
- c) **Duty to Maintain** - As the user of the Water Heater, you are required under law to ensure that it is maintained in a safe operating condition.* In the event that a service or repair is required please call **1-800-266-3939**.
- d) **Ownership, Credit and Security Interest.** You agree that:
 - a. 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 the Agreement;
 - b. during the term of the Agreement, the Water Heater remains our property, does not become a fixture, and you will not tamper with any tag(s) or sticker(s) identifying the Water Heater as rented equipment;
 - c. we may inquire about your credit history and, if necessary, use the personal information you have provided 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;
- d. you will promptly inform us of any change in: (i) your mailing address at least 30 days in advance of such change; and/or (ii) the bank account or credit card information provided to us promptly after such change is made;
- e. we may sell, assign, concurrently lease or otherwise dispose of, or grant a security interest in, all or part of our right, title and interest in this Agreement or the Water Heater to anyone else, without notice to you or your consent. 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;
- f. the Agreement is binding upon and will endure to your respective heirs, personal representatives, successors and permitted assigns; and
- g. we may register, at your expense, our interest in the Water Heater 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 Water Heater will remain personal property even though it may become affixed to the premises. You agree to keep the Water Heater free of all liens, security interests, mortgages and other claims.
- e) **Sale of your Home** - If you sell the premises, the Agreement shall be transferred to the purchaser, and we will permit the purchaser to assume your rights and obligations under the Agreement, effective from the date of sale, provided that:
 - a. the purchaser is notified in the agreement of purchase and sale that the Water Heater is rented and is subject to the terms and conditions of the Agreement;
 - b. you advise us in advance of the purchaser's name and the intended date of sale;
 - c. the purchaser agrees in writing or by conduct to rent the Water Heater in accordance with this Agreement; and
 - d. you have paid us all other amounts owing under this Agreement.You hereby authorize us to respond to information requests relating to your account made by or on behalf of the purchaser.

Customer Advisory. Your Water Heater may be equipped with flammable vapour ignition resistant ("FVIR") technology. EnerCare encourages you to read your Water Heater Use & Care Manual to determine if the unit in your home is equipped with FVIR technology. Certain activities such as, without limitation, painting or using solvents could cause the FVIR technology to "lockout" the Water Heater causing it to no longer function until reset by a qualified service technician. Resetting the Water Heater caused by FVIR "lockout" is not covered by EnerCare under the rental terms and conditions set forth herein and, if applicable, you will be charged for both parts and labour.

Warranties and Liability.

- a) **Warranties** - We make no representations, warranties or conditions as to the performance of the Water Heater except for those which are given by statute and which you cannot waive. We are not the manufacturer of the Water Heater and we are not making any warranty or guarantee in respect of it, the supplier or the manufacturer of the Water Heater including whether the Water Heater is suitable for you. Any warranties or guarantees provided under applicable legislation are hereby excluded to the extent permitted by law.
- b) **Liability** - We will not be liable for any loss or damage or injury, any type of liability as a result of any water leakage or electric or natural gas leakage even if arising out of or related to this Agreement, or denied or entitled to or in connection with, and/or operation of the Water Heater, including but not limited to, 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 beyond our control, we shall be released 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 any loss or damage to the Water Heater for any reason (other than normal wear and tear) and all claims, losses and costs that we may suffer or pay or may be required to pay, including legal expenses, in connection with the Agreement or the use and operation of the Water Heater including any claims against us for any injury or death to individuals or damage to property. This obligation survives the termination of this Agreement for any reason.
- d) **Insurance** - During the term of the Agreement, you are responsible for any loss or damage to the Water Heater from any cause, whether or not insured, until all of your obligations under the Agreement have been fulfilled.

Personal Information About You. We collect and use personal information about you in order to establish and manage our business relationship with you. You authorize us to review information about your EnerCare gas bill payments or, if you are billed by your gas utility, you authorize your gas utility to provide us with any charges and payment information. Other than to our authorized service providers, parties that will provide us with credit information, and parties for whom we are servicing the Water Heater we won't knowingly share this information with third parties without your permission, other than a party to whom we transfer or assign this Agreement. Your privacy is important to us. As a current customer, we are committed to offering you more value in the future. Every once in a while we, 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 don't want us, 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 the Agreement. Our privacy policy can be found on our website.

Termination

Termination by Us - You agree that we may terminate the Agreement and, in addition to any other remedies that we may have, we may remove the Water Heater if you fail to meet any of your obligations set out in the Agreement.

Termination by You - Your sole method of terminating this Agreement is to purchase your rental water heater. You may purchase your rental Water Heater at any time for the age-reduced price shown on the Buyout Schedule provided with these Water Heater Rental Terms and Conditions. The purchase price reflects, among other things, the unpaid cost of the Water Heater and related installation, finance and servicing costs. 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 Water Heater in an "as-is" condition, subject to the balance of any transferable manufacturer's warranty, and you assume full responsibility for the Water Heater and its repair and maintenance. You also agree to pay the buyout price when invoiced by EnerCare.

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

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

- a) **Rent** - you are not obligated to rent and we are not obligated to supply replacement equipment (including a Water Heater), unless we mutually agree at the time and enter into a new Water Heater rental agreement;
- b) **Replacement** - EnerCare is not responsible for replacing the Water Heater or re-connecting any ancillary or other equipment including without limitation venting, piping, plumbing, wiring, ducting; and/or electrical services.
- c) **No Further Obligations** - you will have no further obligation to pay rent (other than rent owing prior to the end of the Agreement) and, subject to any statutorily mandated requirements, we will have no further obligations of any kind or manner to you.

Your Rights under the Consumer Protection Act, 2002.

If this Agreement was entered into in person at a place other than our place of business, a trade show, market place or an exhibition, the following excerpt from the Consumer Protection Act, 2002 applies: "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 the 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 it, 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 it, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance. In addition, there are no other remedies available to you."

If you wish to exercise your right to cancel this Agreement, you 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 in the Agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the Agreement, use any address of ours that is on record with the Government of Ontario or the Government of Canada or the Government of Quebec. If you give notice of cancellation to us, you 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 ten (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 the Agreement, you must return the goods to our address or to the address of a person designated in writing by us or allow us, or our authorized service provider, to repossess the goods. If you cancel this Agreement, you must take reasonable care of any goods that came into your possession under the Agreement until one of the following happens: we repossess the goods; we have been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the 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 instructions.

Entire Agreement and Amendments. You understand that this Agreement is the entire Agreement between you and us and may be amended from time to time by us by notice in bill inserts, by letter or by any method permitted by law.

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
*Ontario regulation 212/01 Section 15

2014 RWH Buyout Schedule **

Buyout Schedule: 2014 Installs															
2014 Installs Going Forward	CV40	CV50	CV60	PV40	PV50	PV50-HI	PV60	PV75 HI	DV40/ DV50	PDV40/ PDV50	Polaris 34	COMBI- COR 50	Tankless (R75)	Condensing Tankless (RU80)	Electric 60
0 to 1 yrs. old	\$ 800	\$ 920	\$ 1,090	\$ 1,220	\$ 1,240	\$ 1,340	\$ 1,370	\$ 1,520	\$ 960	\$ 1,440	\$ 4,560	\$ 2,440	\$ 3,070	\$ 3,510	\$ 850
1 to 2 yrs. old	\$ 767	\$ 882	\$ 1,045	\$ 1,170	\$ 1,189	\$ 1,285	\$ 1,314	\$ 1,457	\$ 920	\$ 1,381	\$ 4,372	\$ 2,339	\$ 2,944	\$ 3,365	\$ 815
2 to 3 yrs. old	\$ 731	\$ 840	\$ 996	\$ 1,114	\$ 1,133	\$ 1,224	\$ 1,251	\$ 1,388	\$ 877	\$ 1,315	\$ 4,165	\$ 2,228	\$ 2,804	\$ 3,206	\$ 776
3 to 4 yrs. old	\$ 692	\$ 796	\$ 943	\$ 1,055	\$ 1,073	\$ 1,159	\$ 1,185	\$ 1,315	\$ 830	\$ 1,246	\$ 3,945	\$ 2,111	\$ 2,656	\$ 3,036	\$ 735
4 to 5 yrs. old	\$ 651	\$ 749	\$ 887	\$ 993	\$ 1,009	\$ 1,091	\$ 1,115	\$ 1,237	\$ 781	\$ 1,172	\$ 3,712	\$ 1,986	\$ 2,499	\$ 2,857	\$ 692
5 to 6 yrs. old	\$ 608	\$ 699	\$ 828	\$ 927	\$ 942	\$ 1,018	\$ 1,041	\$ 1,155	\$ 729	\$ 1,094	\$ 3,465	\$ 1,854	\$ 2,333	\$ 2,667	\$ 646
6 to 7 yrs. old	\$ 562	\$ 646	\$ 766	\$ 857	\$ 871	\$ 941	\$ 962	\$ 1,068	\$ 674	\$ 1,012	\$ 3,203	\$ 1,714	\$ 2,157	\$ 2,466	\$ 597
7 to 8 yrs. old	\$ 513	\$ 590	\$ 699	\$ 783	\$ 796	\$ 860	\$ 879	\$ 975	\$ 616	\$ 924	\$ 2,926	\$ 1,566	\$ 1,970	\$ 2,252	\$ 545
8 to 9 yrs. old	\$ 462	\$ 531	\$ 629	\$ 704	\$ 716	\$ 773	\$ 791	\$ 877	\$ 554	\$ 831	\$ 2,632	\$ 1,408	\$ 1,772	\$ 2,026	\$ 491
9 to 10 yrs. old	\$ 407	\$ 468	\$ 555	\$ 621	\$ 631	\$ 682	\$ 697	\$ 773	\$ 488	\$ 733	\$ 2,320	\$ 1,242	\$ 1,562	\$ 1,786	\$ 433
10 to 11 yrs. old	\$ 349	\$ 402	\$ 476	\$ 541	\$ 541	\$ 585	\$ 598	\$ 663	\$ 419	\$ 628	\$ 1,990	\$ 1,065	\$ 1,340	\$ 1,532	\$ 371
11 to 12 yrs. old	\$ 288	\$ 331	\$ 392	\$ 446	\$ 446	\$ 482	\$ 493	\$ 547	\$ 345	\$ 518	\$ 1,640	\$ 878	\$ 1,104	\$ 1,263	\$ 306
12 to 13 yrs. old	\$ 223	\$ 256	\$ 303	\$ 345	\$ 345	\$ 373	\$ 381	\$ 423	\$ 267	\$ 401	\$ 1,270	\$ 679	\$ 855	\$ 977	\$ 237
13 to 14 yrs. old	\$ 154	\$ 177	\$ 210	\$ 238	\$ 238	\$ 258	\$ 263	\$ 292	\$ 185	\$ 277	\$ 877	\$ 469	\$ 590	\$ 675	\$ 163
14 to 15 yrs. old	\$ 100	\$ 100	\$ 110	\$ 125	\$ 125	\$ 135	\$ 138	\$ 153	\$ 100	\$ 145	\$ 460	\$ 246	\$ 310	\$ 354	\$ 100
15+ years old	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Monthly Rental Rate	\$15.59	\$16.59	\$19.49	\$ 24.49	\$25.49	\$27.99	\$27.49	\$29.49	\$25.49	\$29.99	\$51.24	\$40.99	\$38.99	\$39.99	\$12.99

All tank sizes in U.S. Gallons. 1 U.S. Gallon = 0.8327 Imperial Gallons = 3.7854 Litres. Please allow 30-90 days to see credits/charges to your bill.

** The chart shows prices for almost all types of EnerCare Rental Heaters. If your water heater is not covered or if you are unsure of the type or install data, please call us at **1-877-334-1846**.

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Revised as of October 20, 2014

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 - c. ensure that the Water Heater is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation;
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 - e. ensure that the Water Heater is located in an area with sufficient drainage in the vicinity, and that the drainage is open and unrestricted; or
 - f. you will not permit anyone who has not been authorized by us to service, repair, modify, alter, adjust, move or disconnect the Water Heater. Further, any person authorized by us to service, repair, modify, move or disconnect the Water Heater shall do so in accordance with our instructions or requirements.

- c) **Duty to Maintain** - As the user of the Water Heater, you are required under law to ensure that it is maintained in a safe operating condition.* In the event that a service or repair is required please call **1-800-266-3939**.

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 - c. we may inquire about your credit history and, if necessary, use the personal information you have provided 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;
 - d. you will promptly inform us of any change in: (i) your mailing address at least 30 days in advance of such change; and/or (ii) the bank account or credit card information provided to us promptly after such change is made;
 - e. we may sell, assign, concurrently lease or otherwise dispose of, or grant a security interest in, all or part of our right, title and interest in this Agreement or the Water Heater to anyone else, without notice to you or your consent. 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;
 - f. the Agreement is binding upon and will enure to your respective heirs, personal representatives, successors and permitted assigns; and
 - g. we may register, at your expense, our interest in the Water Heater 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 Water Heater will remain personal property even though it may become affixed to the premises. You agree to keep the Water Heater free of any security interests, mortgages and other claims.
- e) **Sale of your Home** - If you sell the premises, the Agreement shall be transferred to the purchaser, and you will permit the purchaser to assume all rights and obligations under the Agreement, effective from the date of sale, provided that:
 - a. the purchaser is notified in the agreement of purchase and sale that the Water Heater is rented and is subject to the terms and conditions of the Agreement;
 - b. you advise us in advance of the purchaser's name and the intended date of sale;
 - c. the purchaser agrees in writing or by conduct to rent the Water Heater in accordance with this Agreement; and
 - d. you have paid us all other amounts owing under this Agreement. You hereby authorize us to respond to information requests relating to your account made by or on behalf of the purchaser.

Customer Advisory. Your Water Heater may be equipped with flammable vapour ignition resistant (“**FVIR**”) technology. EnerCare encourages you to read your Water Heater Use & Care Manual to determine if the unit in your home is equipped with FVIR technology. Certain activities such as, without limitation, painting or using solvents could cause the FVIR technology to “lockout” the Water Heater causing it to no longer function until reset by a qualified service technician. Resetting the Water Heater caused by FVIR “lockout” is not covered by EnerCare under the rental terms and conditions set forth herein and, if applicable, you will be charged for both parts and labour.

Warranties and Liability.

- a) **Warranties** - We make no representations, warranties or conditions as to the performance of the Water Heater except for those which are given by statute and which you cannot waive. We are not the manufacturer of the Water Heater and we are not making any warranty or guarantee in respect of it, the supplier or the manufacturer of the Water Heater including whether the Water Heater is suitable for you. Any warranties or guarantees provided under applicable legislation are hereby excluded to the extent permitted by law.
- b) **Liability** - We will not be liable for any loss, damage or injury of any type (including as a result of any water leakage or electrical or natural gas related events) arising out of or related to this Agreement or caused or contributed to in any way by the use and/or operation of the Water Heater including without limitation, any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If we are unable to perform any of our obligations under the 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 any loss or damage to the Water Heater for any reason (other than normal wear and tear) and all claims, losses and costs that we may suffer or pay or may be required to pay, including legal expenses, in connection with the Agreement or the use and operation of the Water Heater including any claims against us for any injury or death to individuals or damage to property. This obligation survives the termination of this Agreement for any reason.
- d) **Insurance** - During the term of the Agreement, you are responsible for any loss or damage to the Water Heater from any cause, whether or not insured, until all of your obligations under the Agreement have been fulfilled.

Personal Information About You. We collect and use personal information about you in order to establish and manage our business relationship with you. You authorize us to review information about your EnerCare bill payments or, if you are billed by your gas utility, you authorize your gas utility to provide us with any charges and payment information. Other than to our authorized service providers, parties that will provide us with credit information, and parties for whom we are servicing the Water Heater we won't knowingly share this information with third parties without your permission, other than a party to whom we transfer or assign this Agreement.

Your privacy is important to us. As a current customer, we are committed to offering you more value in the future. Every once in a while we, 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 don't want us, 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 the Agreement. Our privacy policy can be found on our website.

Termination

Termination by Us - You agree that we may terminate the Agreement and, in addition to any other remedies that we may have, we may remove the Water Heater if you fail to meet any of your obligations set out in the Agreement.

Termination by You – Your sole method of terminating this Agreement is to purchase your rental water heater. You may purchase your rental Water Heater at any time for the age-reduced price shown on the Buyout Schedule provided with this Water Heater rental terms and conditions. The purchase price reflects, among other things, the unpaid cost of the Water Heater and related installation, finance and servicing costs. 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 Water Heater in an "as-is" condition, subject to the balance of any transferable manufacturer's warranty, and you assume full responsibility for the Water Heater and its repair and maintenance. You also agree to pay the buyout price when invoiced by EnerCare.

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

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

- a) **Rent** – you are not obligated to rent and we are not obligated to supply replacement equipment (including a Water Heater), unless we mutually agree at the time and enter into a new Water Heater rental agreement;
- b) **Replacement** - EnerCare is not responsible for replacing the Water Heater or re-connecting any ancillary or other equipment including without limitation venting, piping, plumbing, wiring, ducting; and/or electrical services.

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

Your Rights under the Consumer Protection Act, 2002.

If this Agreement was entered into in person at a place other than our place of business, a trade show, market place or an exhibition, the following excerpt from the Consumer Protection Act, 2002 applies: "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 the 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 it, 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 in the Agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the Agreement, use any address of ours that is 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 we begin performance, we must refund within ten (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 end 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 the Agreement, you must return the goods to our address or to the address of a person designated in writing by us or allow us, or our authorized service provider, to repossess the goods. If you cancel this Agreement, you must take reasonable care of any goods that came into your possession under the Agreement until one of the following happens: we repossess the goods; we have been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the 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 instructions.

Entire Agreement and Amendments. You understand that this Agreement is the entire Agreement between you and us and may be amended from time to time by us by notice in bill inserts, by letter or by any method permitted by law.

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

*Ontario regulation 212/01 Section 15

2014 RWH Buyout Schedule **

Buyout Schedule: 2014 Installs															
2014 Installs Going Forward	CV40	CV50	CV60	PV40	PV50	PV50-HI	PV60	PV75 HI	DV40/ DV50	PDV40/ PDV50	Polaris 34	COMBI- COR 50	Tankless (R75)	Condensing Tankless (RU80)	Electric 60
0 to 1 yrs. old	\$ 800	\$ 920	\$ 1,090	\$ 1,220	\$ 1,240	\$ 1,340	\$ 1,370	\$ 1,520	\$ 960	\$ 1,440	\$ 4,560	\$ 2,440	\$ 3,070	\$ 3,510	\$ 850
1 to 2 yrs. old	\$ 767	\$ 882	\$ 1,045	\$ 1,170	\$ 1,189	\$ 1,285	\$ 1,314	\$ 1,457	\$ 920	\$ 1,381	\$ 4,372	\$ 2,339	\$ 2,944	\$ 3,365	\$ 815
2 to 3 yrs. old	\$ 731	\$ 840	\$ 996	\$ 1,114	\$ 1,133	\$ 1,224	\$ 1,251	\$ 1,388	\$ 877	\$ 1,315	\$ 4,165	\$ 2,228	\$ 2,804	\$ 3,206	\$ 776
3 to 4 yrs. old	\$ 692	\$ 796	\$ 943	\$ 1,055	\$ 1,073	\$ 1,159	\$ 1,185	\$ 1,315	\$ 830	\$ 1,246	\$ 3,945	\$ 2,111	\$ 2,656	\$ 3,036	\$ 735
4 to 5 yrs. old	\$ 651	\$ 749	\$ 887	\$ 993	\$ 1,009	\$ 1,091	\$ 1,115	\$ 1,237	\$ 781	\$ 1,172	\$ 3,712	\$ 1,986	\$ 2,499	\$ 2,857	\$ 692
5 to 6 yrs. old	\$ 608	\$ 699	\$ 828	\$ 927	\$ 942	\$ 1,018	\$ 1,041	\$ 1,155	\$ 729	\$ 1,094	\$ 3,465	\$ 1,854	\$ 2,333	\$ 2,667	\$ 646
6 to 7 yrs. old	\$ 562	\$ 646	\$ 766	\$ 857	\$ 871	\$ 941	\$ 962	\$ 1,068	\$ 674	\$ 1,012	\$ 3,203	\$ 1,714	\$ 2,157	\$ 2,466	\$ 597
7 to 8 yrs. old	\$ 513	\$ 590	\$ 699	\$ 783	\$ 796	\$ 860	\$ 879	\$ 975	\$ 616	\$ 924	\$ 2,926	\$ 1,566	\$ 1,970	\$ 2,252	\$ 545
8 to 9 yrs. old	\$ 462	\$ 531	\$ 629	\$ 704	\$ 716	\$ 773	\$ 791	\$ 877	\$ 554	\$ 831	\$ 2,632	\$ 1,408	\$ 1,772	\$ 2,026	\$ 491
9 to 10 yrs. old	\$ 407	\$ 468	\$ 555	\$ 621	\$ 631	\$ 682	\$ 697	\$ 773	\$ 488	\$ 733	\$ 2,320	\$ 1,242	\$ 1,562	\$ 1,786	\$ 433
10 to 11 yrs. old	\$ 349	\$ 402	\$ 476	\$ 541	\$ 541	\$ 585	\$ 598	\$ 663	\$ 419	\$ 628	\$ 1,990	\$ 1,065	\$ 1,340	\$ 1,532	\$ 371
11 to 12 yrs. old	\$ 288	\$ 331	\$ 392	\$ 446	\$ 446	\$ 482	\$ 493	\$ 547	\$ 345	\$ 518	\$ 1,640	\$ 878	\$ 1,104	\$ 1,263	\$ 306
12 to 13 yrs. old	\$ 223	\$ 256	\$ 303	\$ 345	\$ 345	\$ 373	\$ 381	\$ 423	\$ 267	\$ 401	\$ 1,270	\$ 679	\$ 855	\$ 977	\$ 237
13 to 14 yrs. old	\$ 154	\$ 177	\$ 210	\$ 238	\$ 238	\$ 258	\$ 263	\$ 292	\$ 185	\$ 277	\$ 877	\$ 469	\$ 590	\$ 675	\$ 163
14 to 15 yrs. old	\$ 100	\$ 100	\$ 110	\$ 125	\$ 125	\$ 135	\$ 138	\$ 153	\$ 100	\$ 145	\$ 460	\$ 246	\$ 310	\$ 354	\$ 100
15+ years old	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Monthly Rental Rate	\$15.59	\$16.59	\$19.49	\$ 24.49	\$25.49	\$27.99	\$27.49	\$29.49	\$25.49	\$29.99	\$51.24	\$40.99	\$38.99	\$39.99	\$12.99

All tank sizes in U.S. Gallons. 1 U.S. Gallon = 0.8327 Imperial Gallons = 3.7854 Litres. Please allow 30-90 days to see credits/charges to your bill.
** The chart shows prices for almost all types of EnerCare Rental Heaters. If your water heater is not covered or if you are unsure of the type or install data, please call us at **1-877-334-1846**.