

STANDARD TERMS AND CONDITIONS

In this agreement references to Agilis Home (which is the business name of 1627596 Ontario Inc.) are in the first person plural ("we", "us", "ours" etc.). References to the customer or customers are in the second person ("you", "yours", etc.)

Agilis Home Commitment

1. We will rent to you, on the terms outlined in this agreement, the equipment that has been or will be installed by or on behalf of us for the minimum term set out in this agreement (minimum term), unless terminated earlier by you or us in accord with the provisions in this document. If the minimum term expires without a termination by either party pursuant to the terms of this agreement, then the agreement will continue indefinitely until a termination by either party pursuant to the provisions in this agreement.

2. Our Customer Service Commitment includes:

- Standard equipment installation plus repairs and /or replacement of the equipment. Replacement of equipment with new equipment requires you to sign a new 5 year rental contract.
 - Customer Service Centre open 7 days a week, 24 hours a day to handle customer inquiries and dispatching of service requirement.
 - Service of the equipment.
 - Quality equipment supplied.
 - No installation or extra service charges apply, except in the following circumstances or as listed in Customer Responsibilities below:
- a) If additional wiring, plumbing, venting or piping is required in the home to upgrade the wiring or plumbing to meet Codes or installation requirements.
- b) If a water heater requires flushing, delimiting, or other repairs because of water quality conditions at the premises at which the water heater has been installed (the "premises").
- c) If repairs or extra service work is necessary because a water heater was connected to other equipment in the premises.
- d) If repairs are necessary because of use for which the equipment was not intended.

Customer Responsibilities

3. You agree to pay your rental and service charges when due, as well as interest on any late payments at interest rates we may set from time to time as indicated on the invoices sent to you.

4. As a courtesy, we may directly invoice and provide other communication to someone other than you, such as a Tenant occupying the service address. You will remain responsible for all financial obligations pursuant to this agreement.

5. You acknowledge that we may change our interest rates, service charges, administrative fees, other charges or other terms of this agreement from time to time. Customers may experience rate increases regulated by the current Consumer Price Index.

6. Your equipment rental bill will be sent by us to you on regular basis. Your rental charges are due 21 days after the bill issue date on your bill. You will pay us interest on all amounts payable by you (including interest) and not paid when due, both before and after judgment, at a rate equal to 1.5% per month (or 19.6% per annum) compounded monthly. You will be charged \$25 for any cheque that is returned unpaid by your bank or for any Pre-Authorized Payment that cannot be processed for any reason.

7. You agree to keep the rented equipment only at the service address and to maintain a convenient, safe, dry and heated location for the equipment, free of any combustible materials and obstructions for future servicing or removal. For water heater rentals you agree to ensure the water heater is located in an area with sufficient drainage in the vicinity and that the drainage is open and unrestricted. You agree not to move any of our equipment from its installed location. I understand that it is the customer's responsibility to ensure that the equipment is located in an area with sufficient drainage in the vicinity, and that the drain is open and unrestricted. The customer will not hold Agilis Home responsible for any damage to the equipment if caused by them or unauthorized third parties, or by flood, fire, accident or other insurable risks.

8. You agree that if the rented equipment is located at premises with seasonal road access, the equipment will only be serviced or removed during the period when the road is accessible.

9. For water heater rentals you agree to supply and maintain water conditioning equipment as we may recommend to resolve water quality problems, such as smelly water, iron discolouration, calcium buildup, etc.

10. You agree to restrict servicing of the equipment to only our authorized representatives

11. If you sell your premises, you agree to inform the purchaser that the equipment is rented pursuant to this agreement. You will be released from your obligations under this agreement, effective from the date of sale, so long as:

- (i) The purchaser is notified in the agreement of purchase and sale that the equipment is rented.
- (ii) You have notified us in advance of the purchaser's name and the intended date of sale.
- (iii) The purchaser agrees in writing or by conduct to rent the equipment on our then current terms and conditions
- (iv) You have paid us all other amounts owing under this agreement. You authorize us to respond to information requests relating to your account made by or on behalf of the purchaser, and
- (v) If the water heater is under contract, the purchaser must sign an assumption agreement.

12. You acknowledge that we are the owner of the equipment and that we are not transferring title to you. You agree to ensure that any of our identification or labeling is not removed from the equipment or covered in any manner. 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.

13. You agree to be responsible for maintaining effective operation of any plumbing systems supplying water to any rented water heater during installation or servicing of such water heater.

14. You agree to allow our authorized agents or employees to have access at all reasonable hours for the purposes of installing, servicing or removing the equipment.

15. You agree to keep the equipment free of all liens, security interests, mortgages and other claims

16. To set up a new account you will pay our one time occupancy charge (currently \$15) You agree to pay such fee when billed by us

17. You agree that 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 the equipment or this agreement to anyone else, without notice to you or your consent. To the extent not prohibited by law, you will not assert against any transferee any claims, defenses, set-offs, deductions or counter claims which you may now or in the future be entitled to assert against us. This Agreement is binding upon and will ensure to your respective heirs, personal representatives, successors and permitted assigns.

18. If more than one customer is named on the front of your bill, or on the summary page of this agreement, you understand that each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by this agreement

19. If you are in breach of this agreement we may terminate this agreement on 15 days notice to you. If this breach occurs before the minimum term expires, you will be deemed to have elected to exercise your buy out option. If this breach occurs after the minimum term expires, you will return the equipment to us at your expense, failing which we may pick up the equipment also at your expense.

20. If you rent HVAC equipment and you wish to terminate this agreement after the expiry of this minimum term, you will arrange for us to pick up the equipment at your expense. Once the equipment is returned, and all indebtedness to us paid, you will be relieved of any further obligations under this agreement. Alternatively you may negotiate with us for the buyout of the equipment.

21. The terms of a buy out of the equipment by you during the minimum term including the following. The price will be the sum of the payments over a 10 year term, which sum will be discounted to a present value at a rate of 2% per year for the period remaining in the term. Concerning the functionality of the equipment, this buy out will be on an, "as is, where is basis" without any recourse, representation, warranty or condition from us (express, implied, statutory or otherwise, except or those which are given by statute and which you cannot waive). If you exercise this option and pay all the amounts owing under this agreement, title to the equipment will be transferred to you and this agreement will terminate.

22. If you wish to terminate this contract at any time you may do so by complying with the following provisions:

- (a) Provide written notice to us at least 30 days prior to the proposed termination date.
- (b) Pay to us the sum of all monthly payments remaining to the end of the contract term.
- (c) Co-operate with us to allow pick-up of our equipment on the proposed termination date, and
- (d) **Agree to pay our standard removal charges as follows: If we remove the water heater, our drain and disconnect charge (currently \$100.00) or, if the water heater is drained and disconnected by your own qualified contractor, (when approved by Agilis Home prior to removal) our pick-up charge (currently \$50.00). You will pay such charges when billed by us.**

These same provisions will also apply to you if you are in fundamental breach of this contract (which includes failure to pay rent when due).

23. You will indemnify us for any loss or damage to the equipment 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 equipment, including any claims against us for any injury or death to individuals or damage to property. You will pay, when due, all taxes and other charges imposed by any government authority on or in connection with this agreement, the payments made under it or the water heater.

Your Consent Regarding Information

24. You consent to our collection or your credit, financial and related personal information, and the exchange of this information between us, credit bureaus, financial institutions, our subsidiaries and affiliates, specifically including (GSU) Greater Sudbury Utilities, and other persons with whom you have had or may have financial dealings, and to our use of the information for the purposes of:

25. Verifying and evaluating your creditworthiness and other information you provide to us in connection with your account (including verifying your identity for regulatory compliance purposes); establishing, servicing and collecting on your account; providing the products and services you request; providing credit references; communicating with you for these purposes; and meeting legal, regulatory, audit, processing and security purposes, and as otherwise permitted or required by law. In addition to the purposes above, we and our affiliates assume that your consent to our use of your contact information to provide you with occasional information about other products and services offered by us or our affiliates. However, you may refuse consent for this purpose by contacting us by phone at 705-417-0325, 1-866-226-3853 or by letter.

26. Agilis Home may rely on services provided by Greater Sudbury Utilities for the retention of personal information, and our obligations to you as a result.

To request access to or correction of your personal information, or for more information about our privacy policy, see our Privacy Policy at:

www.agilishome.ca

or

write to us at:
500 Regent Street,
P.O. Box 250,
Sudbury, ON P3E 4P1

Attention: Chief/Privacy Officer.