



74 Commerce Crescent
 North Bay, ON P1B 8Y5
 705-474-8100
 www.nbhservices.com

<h2 style="margin: 0;">WATER HEATER RENTAL AGREEMENT</h2>	Customer: _____ Address: _____ Commencement Date: _____
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The undersigned, hereinafter called the Customer, hereby requests that North Bay Hydro Services Inc., hereinafter called the Corporation, provide water heater services and for the purpose to install water heater(s) at the premises of the Customer as set out above. The Customer and the Corporation agree that this application when signed by the customer and accepted by the Corporation, shall be a CONTRACT between the Customer and the Corporation for water heater service; that the CONDITIONS on the reverse side hereof shall form part of the contract and that they will observe and perform the said conditions accordingly.

The Corporation further agrees, upon acceptance of this application, to provide water heater service hereinafter called service at the above premises, which service shall include the installation and service of a complete water heater unit, comprising a storage tank, heating elements, thermostats, safety control, thermal insulation and outer casing, switches, wiring, plumbing and other equipment as the Corporation may deem advisable, hereinafter referred to as service equipment.

The Customer further agrees that this contract shall continue in force for a minimum period of (60) months from the date of commencement of service, or (60) months from the date the water heater is exchanged or replaced, and subject to the said conditions hereof to take and pay for service in accordance with the standard charges set out below, and such amended monthly rental charges as may be in effect from time to time, and try to commence payment at the next regular billing date of commencement of service. The Customer further agrees that if the Customer requests that the service be discontinued at any time prior to the end of the contract period, the Customer shall pay to the Corporation the remaining value of the contract as well as a termination fee of \$40.00 for electric, gas, and tankless water heaters. Plus a removal fee of \$125.00

Signature of Customer _____	Billing Address _____	Accepted for the Corporation by _____
Fuel Service: NG PROP ELE Venting: DV PV ND DPV Size: 20 40 50 60 100 Other _____	Manufacturer _____ Model _____ Serial Number _____ Tank Number _____	Present Standard Monthly Rental Charge _____ Plus HST - Based on a 30 day month

- | | |
|--|--|
| <input type="checkbox"/> Tank Installed | <input type="checkbox"/> Levitron Installed, North Bay Hydro Service Owned |
| <input type="checkbox"/> Catch Pan Installed, Customer Owned | <input type="checkbox"/> Floor Drain within 5 feet |

IF CUSTOMER IS A TENANT, THIS SECTION MUST BE COMPLETED BY THE OWNER/REPRESENTATIVE OF THE PREMISES.

I hereby consent to the installation of the water heater in the above premises, of which I am the owner/representative, and agree to be bound by the terms and conditions of the agreement.

signature of owner/representative
address of owner
date

TERMS & CONDITIONS ON REVERSE

TERMS AND CONDITIONS

1. The Corporation will install a standard water heater and will repair or replace the water heater as required throughout the term of the rental agreement and in accordance with the terms and conditions outlined in this rental agreement. These terms and conditions apply to all new and existing North Bay Hydro Services Inc. rental water heaters effective Aug 28, 2014.
2. The Customer agrees to pay rental charges as billed by the Corporation as well as any applicable late payment fees and extra service charges that may apply to their account for service on the rental water heater. The Customer agrees that the Corporation may change its rental rates and service charges yearly.
3. The Customer shall, from time to time if requested by the Corporation provide and deposit with the Corporation satisfactory security as a guarantee of payment of account for service or any other indebtedness to the Corporation.
4. The Corporation, at its option, may remove the service equipment from the Customer's premises whenever default is made in payment of any indebtedness to the Corporation, whether incurred under this contract or otherwise or where in the opinion of the Corporation, the Customer has failed to comply with any of the terms and conditions of this contract; and in either event this contract shall thereupon terminate, but the Customer shall remain liable for any debt owed. Charges will be added if revisit for service is not related to rental equipment.
5. The Customer agrees to maintain a convenient, safe, dry and heated location for the rental water heater, free from any obstructions for future servicing or removal. No washer, dryer, water treatment equipment, etc. may interfere with access to the water heater for servicing. The Customer agrees to ensure the water heater is located in an area with sufficient drainage in the vicinity and that the drainage is open and unrestricted.
6. The Corporation will endeavor to provide adequate servicing and repair of its equipment for the operation thereof but gives no guarantee with respect thereto. The Customer agrees to restrict servicing or removal of the water heater to an authorized representative of the Corporation only and agrees to allow authorized agents or employees of the Corporation to have access at all reasonable hours for the purpose of installing, maintaining or removing the water heater.
7. The Customer agrees to be responsible for any damage to the water heater caused by fire, flood, accident, seasonal startup/ close down procedures or any other reason than ordinary wear and tear.
8. The Customer agrees to supply and maintain water conditioning equipment as recommended by the Corporation to resolve water quality problems such as smelly water, iron discolouration, calcium buildup, etc. Otherwise, charges may apply for future repairs or replacement of the water heater or the availability of a rental water heater may be restricted.
9. The Customer agrees that the water heater shall be and remain the property of the Corporation and shall not be or become fixtures and/or part of the said premises of the Customer. The water heater shall not form or be part of any security or be encumbered under any mortgage, charge, lien or other encumbrance of any kind or nature; nor shall the water heater be liable to seizure for arrears of rent or taxes, or under execution, bankruptcy proceedings or any other legal process by or against the Customer.
10. The Corporation makes no representation or warranties as to the performance of the water heater. The Corporation will not be liable for any loss, damage or injury of any type arising out of or related to this rental agreement or caused or contributed to in any way by the use and operation of the water heater or any indirect, incidental, special or consequential damages, even if reasonably foreseeable.
11. The Customer will indemnify the Corporation from all losses and expenses the Corporation may incur, and will hold North Bay Hydro Services Inc. harmless from any lawsuits and any claims which may be made against North Bay Hydro Services Inc. in connection with this rental agreement or the use and operation of the water heater.
12. Service charges will apply for service not related to rental equipment.