



APPLICATION FOR RENTALS

Applicant Name: _____ Account Number: _____

Hereinafter called the "Customer"

Address for Service:

Hereinafter called the "Premises"

Hereby request the "OTTAWA RIVER ENERGY SOLUTIONS INC" (ORES) to provide and install:

- ___ 40 gallon Electric Water Heater with 3000/3000watt element
- ___ 60 gallon Electric Water Heater with 4500/4500 watt element
- ___ Sentinel Light(s) ___ x ___ watts New Pole _____ Existing Pole _____ Other _____
- ___ Flood light(s): _____ watts
- ___ Other (_____)

The Customer and ORES agree that this application when signed by the Customer and accepted by ORES in the signature of its proper officer shall be a CONTRACT between the Customer and ORES for rental services with respect to the above referred to item(s) and that the CONDITIONS on the reverse side hereof shall form part of the contract; and that they hereby certify that they have read, and that they will observe and perform the said conditions accordingly.

ORES further agrees, upon acceptance of this application, to provide service for the specified rental equipment, hereinafter call "Service" at the above premises.

The Customer further agrees:

- (1) subject to the said CONDITIONS hereof to take and to pay for Service in accordance with the rates set out below and;
- (2) to commence payment at the next regular billing date of commencement of Service and;
- (3) to pay a lump sum payment pursuant to the terms of the contract as pursuant to the provisions and conditions attached.

Please Note

Effective September 1, 2004, the Province amended the Building Code Act (O.Reg23/04) requiring that anti-scald devises be installed to limit the water temperature to 49°C. This means that ORES will not be able to install new or replacement tanks until the device is installed. ORES can arrange to have the anti-scald device installed on behalf of the customer at the expense of the home owner.

I hereby consent to the supply to the above premises, owned by myself, and agree to be bound by the conditions on the reverse side hereof.

Signature of owner/authorized agent

Address of Owner

Date

CONDITIONS

The following Conditions herein are an integral part of the Contract between the Customer and ORES and are contractual obligations for both parties.

1. The Customer shall provide a convenient and safe place satisfactory to ORES for the installation and maintenance of its Service equipment in, on or about the Customer's premises. Unless he is an agent of ORES or other person lawfully entitled to do so, no person shall remove, inspect or tamper with the aforementioned equipment, and the properly authorized agents of ORES shall, at all reasonable hours, have free and unobstructed access to the said premises for the purpose of the installation, maintenance, operation, inspection, repair, renewal and removal of the said equipment.
2. The Service equipment of ORES on the Customer's premises shall be in the care and custody of the Customer, and if destroyed or damaged by any act or default of the Customer, then the Customer shall be liable to pay ORES the value of such equipment as determined pursuant to provisions of these conditions with the option of ORES the cost of repairing or replacing the same.
3. It is understood and acknowledged that ORES is not the manufacturer of the water heater and as such make no representations, warranties or conditions as to performance of the hot water heater, except for those which are given by statute and which the customer cannot waive. The customer acknowledges that ORES will not be liable for any loss, damage or injury of any type (including as a result of any water leakage) arising out of or related to this agreement or caused or contributed in any way by the use and operation of the water heater or any indirect, incidental, special or consequential damages, even if reasonable or foreseeable.
4. ORES at its option may remove the Service equipment from the Customer's premises whenever default is made in payment of any indebtedness to ORES whether incurred under this Contract or otherwise or where in the opinion of ORES 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 will still be obligated to pay the balance as contained in the provisions of this agreement pursuant to paragraph nine (calculation of payment).
5. ORES will endeavor to provide adequate maintenance and repair, during regular working hours, of its Service equipment and a continuous supply of electrical energy for the operation thereof but gives no guarantee with respect thereto and will not be liable to the Customer for any loss, damage or injury resulting from failure to do so and the Customer agrees to make no claim in respect thereto:
6. Subject to Clause 4 herein this Contract shall continue in force for a period of eight (8) years from the date of commencement of service. In the event that there is a termination with a Customer at any time the Customer shall pay ORES the amount as determined pursuant to paragraph (9) (buyout provisions).
7. The Customer may discontinue the rental of the water heater and discontinue the said contract but in doing so must make the payment as required as per the provisions of paragraph nine (9) herein.
8. If the premises are sold the Customer agrees to inform the new Purchaser that the hot water tank is a rental and is subject to the conditions as set out in this agreement. The Customer will be released from the obligations under this agreement effective on the date of the sale so long as (i) the purchasers is notified in the Agreement of Purchase and Sale that the water heater is rented, (ii) the customer has notified ORES in advance of the purchasers name and intended date of sale, (iii) the Purchaser agrees in writing or by other acceptable contact to rent the water heater from ORES pursuant to the current terms and conditions as of that date (iv) the Customer has paid ORES all amounts owing under this agreement up to the date of transfer to the new purchaser and authorizes ORES to respond to an information request relating to the customer's account made for on behalf of the Purchaser. In the event that the customer fails to comply with these obligation or the new purchaser does not wish to take over the rental of the hot water tank, then in that event the customer is obligated to pay out the water tank as per the provisions of paragraph nine.
9. For the purposes of the provisions of paragraph four (discontinuance for default or otherwise) paragraph 6 (termination by customer) paragraph seven (discontinuance and buyout by customer) paragraph eight (payout but no acceptance by new purchaser) then in that event the customer is obligated to pay ORES the buyout price which reflects among other things, the unpaid cost of the water heater, related installation, finance and servicing costs and other items which can be found on our website. The buyout price shall be provided for on the website of ORES and will be updated on a regular basis and shall be determinative of the payment required by the customer for the payment as per the terms herein.
10. The Customer hereby authorizes ORES personnel to enter on the said premises and remove the Service equipment within thirty (30) days of termination of this Contract.
11. The Contract shall not be binding upon ORES until accepted by it through its proper officer and none of its terms and conditions shall be modified or waived by any agreement or representation of any agent of employee of ORES unless by proper written authority.
12. The vacating of the premises to which Service supplied shall not release the Customer from any obligation theretofore incurred under this Contract.
13. It is hereby declared that the Service equipment shall be and remain the property of ORES and shall not be or become fixtures and/or part of the said premises of the Customer. The Service equipment 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 Service equipment be liable to seizure for arrears of rent or taxes, or under execution, bankruptcy proceedings or other legal process against the Customer.
14. The rates hereinbefore set forth are hereby authorized by the ORES Board of Directors and may be revised or adjusted from time to time.
15. Where mixing (anti-scald) valves are installed by ORES on behalf of the customer, it is the responsibility of the customer to follow the manufacturer's guidelines and conditions regarding inspection, testing and warranties. The customer will own the valve and any leaks, issues or problems arising related to the valve or any connections concerning the valve that require servicing will be charged to the customer. ORES is not liable for any claims, damages or demands associated with any damages related to leaking or faulty valves.