

IMPORTANT: What You Need to Know About Your Legal Rights

Please read, and if you sign a contract, keep all paperwork for your records. Companies are required by law to provide this cover page with contracts for the products and services listed below.

The Government of Ontario is not affiliated with and does not endorse any company

Under Ontario's Consumer Protection Act, 2002 unsolicited door-to-door marketing and contracting for the following products and services are illegal, subject to certain exceptions.

- Furnaces
- Air conditioners
- Air cleaners
- Air purifiers
- Water heaters
- Water treatment devices
- Water purifiers
- Water filters
- Water softeners
- Duct cleaning services
- Bundles of these goods and services (such as HVAC)

Suppliers cannot market or contract for these products or services at your home unless one of the situations applies (please check the appropriate box):

- You contacted the supplier to invite them to your home to buy or lease at least one of the products above (not for repair, an energy assessment, maintenance, or any other reason).

You agreed to allow your current supplier to come to your home and agreed they may offer you a contract for one of the products or services listed above.

You may cancel this contract within 10 days after receiving a written copy of it. You do not need a reason to cancel, but cancel it in writing so you have proof.

Name of company offering this contract: _____

For what purpose did you ask this business to come to your home?

If you did not invite this salesperson to your home for the purpose of buying or leasing the goods or services listed above, this contract may be void and you may be able to keep the goods or services without any obligations.

IMPORTANT: Suppliers may register a security interest (commonly known as a lien) on the goods that you are acquiring, and they may also register a notice of security interest on the title to your home.

Before you sign, please review your contract. Ask your supplier if the company will register a security interest. This could have legal or financial implications should you decide to cancel the contract early, secure financing, or sell your home. In these circumstances, seeking the advice of a lawyer is recommended.

Your name (please print) _____

Your signature _____ Date _____



**CONSUMER
PROTECTION
ONTARIO**

January 16, 2018

If you have questions about your rights as a consumer or what should be included in your contract, call Consumer Protection Ontario before signing:

416-326-8800 or 1-800-889-9768/TTY: 416-229-6086 or 1-877-666-6545

[Ontario.ca/consumer protection](http://Ontario.ca/consumer%20protection)



519.894.3222

625 Wabanaki Drive - Lower Level
Kitchener, ON N2C 2G3
HammondPlumbing.com

**SERVICE EXPERTS
RESIDENTIAL HVAC RENTAL AGREEMENT**

Sales Representative:		Telephone Number:		Credit Approval Number:		
Service Experts Employee who Solicited the Customer:			Service Experts Employee who Negotiated this Agreement:			
Core Equipment Type: <input type="checkbox"/> Heating <input type="checkbox"/> Air Conditioning <input type="checkbox"/> Other (specify) _____				Customer Email Address:		
Lessee is: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant	Dr Mr Mrs Miss Ms (Please Circle)	Given Name:	Middle Name:	Surname or Corporate Name:		
Installation Address: Number, Street Name, Unit Number		Town or City:	Province:	Postal Code:	Tel/Fax Number:	
Mailing Address: (If different from above) Number, Street Name, Unit Number		Town or City:	Province:	Postal Code:	Tel/Fax Number:	
Equipment Replace: <input type="checkbox"/> Gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> N/A	Ticket Number:	Installation Date:	Total Installed Cost (excl. taxes):			
Preferred delivery and installation date (Delivery and installation unspecified date if possible):						
Equipment	Quantity	Manufacturer	Model Number	Serial Number	Monthly Rental Rate(\$) (excl. taxes)	Technical Requirements related to the use of the equipment
1.						
2.						
3.						
4.						
5.						
Current Agreement Date _____ Current Agreement Expiry Date _____		Related agreements entered into on the same date	Is the Lessee leasing a prescribed good from another supplier: ____ Yes ____ No If Yes, Name of other supplier _____ Serial Number of other equipment _____ (please insert Lessee or Service Experts as appropriate) (Lessee if blank) Is responsible for any costs payable to previous supplier associated with removal.			

• This is a legal agreement entered into between SE Canada Inc. ("Service Experts") and the customer whose information is below (the "Lessee" or "you"). This agreement (the "Agreement") consists of the cover page(s), 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 Service Experts, the HVAC and related equipment described above together with all fittings, parts and connections supplied by Service Experts 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 Service Experts 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). If the section below is required to be signed by the owner(s) of the Premises, the Customer further agrees that the owner(s) may let Service Experts, its affiliates and/or its service providers onto the Premises to install and, if necessary, remove the Equipment.

Lessee's Name (Please print full legal name):	Authorized Lessee Signature: _____ (I have authority to bind the Lessee)	Print Name Name: Address where Agreement is entered into if different from above:
Date Agreement Signed (Y/M/D):	Authorized Service Experts 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.

RESIDENTIAL RENTAL HVAC DISCLOSURE

Each payment under the Agreement is \$_____ per month [(subject to an annual price increase of up to CPI plus 2%)]. The total amount payable under this Agreement is \$_____. The estimated retail price of the Equipment is \$_____, which excludes all costs of ownership, including maintenance, parts and labour costs related to repairs or servicing, implicit financing costs and environmental charges for refrigerant recovery, as applicable. The total amount payable under this Agreement assumes an average useful life of \$_____ years for the Equipment [and an annual price increase of \$_____ %]. The following additional charges may also apply under this Agreement: late payment charges of 1.5% per month or 18% per year (for an effective rate of 19.56% per year), non-sufficient funds charge of \$25, a paper bill charge (if applicable) of \$_____, a removal and disposal charge of \$_____, and (if applicable the additional following charges (if blank, then "none")):_____

See "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 Service Experts may install 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:

- a) 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
- b) 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 Service Experts 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 Lessee)	Owner's Date of Birth (if an individual): Y M D
	Print Name: Title:	
Owner's Address: Number, Street Name, Unit Number	Town or City:	Province:
	Postal Code:	Tel/Fax Number:
Name and Signature of Owner's Spouse (If Applicable):		
Name	Signature	Date

TERMS AND CONDITIONS

1. General & Definitions. This Agreement is a legal agreement entered into between SE Canada Inc. (“**Service Experts**”) you and any Owner. “**Premises**” means the Installation Address in this Agreement; “**you**” and “**your**” means the Lessee or its tenants and the Owner(s) (if any); “**we**”, “**our**” and “**us**” means Service Experts and/or our authorized service providers; and The “**Useful Life**” ends when we determine in our reasonable discretion that it is no longer commercially reasonable to repair the Equipment having regard to the age of the Equipment, the cost of repair or other relevant factors and notice of such determination is given to you. Each Core Equipment Type in this Agreement (i.e., air conditioner, furnace and/or boiler) will have its own Useful Life. If we determine that less than all Core Equipment Types have reached the end of their Useful Lives, the monthly rental rate will be reduced by us and the list of Equipment will be modified to reflect that you will no longer be renting the applicable Core Equipment Type (and all necessary pipes and parts related to the applicable Core Equipment Type as determined by us) that has reached the end of its Useful Life.

2. Term of Rental. You agree to rent from us the Equipment from when we install the Equipment until this Agreement ends (as it relates to a particular piece of Core Equipment Type) at the end of the Useful Life of the applicable Core Equipment Type (but it will continue, in respect of the remaining Core Equipment Type(s) and related Equipment) unless terminated earlier by you or us (“**Term**”) (see Sections 7 and 10). After this Agreement is terminated, we will not be required to supply, service or maintain, and you will not be required to rent, any replacement equipment. If you want to change the Equipment or rent additional equipment, a new agreement will replace this Agreement and a new rental rate will be calculated. All outstanding obligations owned by you prior to the termination of this Agreement shall survive termination until fully satisfied, as determined by us.

3. Service Experts' Commitment. We agree: (i) to install the Equipment. All normal installation costs will be included within the monthly rental rate, except the cost of any permits or inspections and for any extraordinary installation costs incurred by us. We will make reasonable efforts to tell you in advance if there are any additional installation costs, but it may not always be possible for us to do so. You agree to pay all of these additional costs, and understand that we may terminate this Agreement if you do not pay them; (ii) to provide repair and maintenance on the Equipment during the Useful Life of the applicable Equipment with no service charges or part replacement charges except (a) as described in paragraph 4, (b) if you (or a third party not authorized by us) alter, modify, adjust, damage, service, repair, move or disconnect the Equipment or if repairs are necessary because of use for which the Equipment was not intended, (c) where venting, piping, wiring, ducting and/or electrical services require cleaning, repair or replacement, or (d) as otherwise excluded in this Section 3. Our 24-hour per day, 7-days-per-week emergency phone number is 1-866-397-3787; (iii) to, from time-to-time (which may be more or less frequently than annually), contact you to arrange a mutually agreeable time for us to attend at the Premises to inspect the state of maintenance and repair of the Equipment and to confirm compliance by you with your obligations in this Agreement; (iv) that you will own any related piping, venting, wiring or ducting we install on the Premises, unless it is expressly itemized and included within the Equipment you are renting. We are not required to remove these items after this Agreement ends and have no responsibility for them if any of the Equipment is removed. **Exclusions:** (A) Our commitment specifically does not cover any costs of diagnosis, service, repair, parts replacement or adjustment to the extent that cover: (i) Repairs needed as a result of (a) abuse, tampering, alterations or repairs by persons other than us; (b) accidental or deliberate damage, loss, theft, freezing weather conditions, subsidence, structural repairs, fire, lightning, explosion, earthquake, tornado, flood, storm, acts of war or other insurable risks; (c) lack of reasonable maintenance (e.g. pipe bursts due to cold weather or inadequate heating within the home or equipment failure due to lack of regular filter replacement); (ii) The thermostat is not at the proper setting; (iii) The pilot light has been extinguished by someone other than us; (iv) The household or building electrical fuse or breaker required for the Equipment is blown; (v) The Equipment has been turned off; (vi) Renovation related work; (vii) The costs of redecoration and restoration costs required as a result of any work performed in connection with this Agreement, including, but not limited to, wall coverings, drywall, plaster, wallpaper, paint, floor coverings, tile, cabinetry, counter tops, landscaping or repair of any structural or cosmetic defects. If it is necessary for us to dig on your property in connection with work performed in connection with this Agreement, we will fill any holes and leave the ground level or mounded, but we will not restore the original surface or construction, including upgrades or the cost of construction, carpentry, or other modifications made necessary by the Equipment; (viii) Loss or damage to property caused by the heating, cooling, appliance, electrical or plumbing or drains system breaking down (e.g. damage to furniture caused by water leaks); (ix) Service or repairs that are related to design or any modification to the Equipment, unless performed by us under this Agreement; (x) Electronic, computerized or energy management systems or devices; (xi) Providing for or closing access to covered items; (xii) Service, maintenance, repair, or replacement necessitated by any loss or damage resulting from any cause other than normal usage; (xiii) Loss or damage due to chemical or sedimentary build-up, misuse or abuse, unauthorized repair by others, failure to clean or maintain the Equipment, rust, corrosion, insect infestation, mould, mildew or bacterial manifestations, missing parts, structural change, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, tornado, soil movement, windstorms, hail, theft, negligence (except by us), intentional acts (except by us), not, accidents (except caused by us), pet or pest damage, acts of God, or failure due to excessive water pressure or any other perils are not considered loss or damage by normal use; (xiv) Preventative maintenance other than to the extent noted above; and (xv) Consumable items, including but not limited to filters and fuses; (B) If, after installation, building or other code violations are discovered before or during the diagnosis or repair of Equipment, we will not be required to repair or service such Equipment until the corrective work is completed at your expense. If additional costs are incurred to comply with law, we shall not be responsible for, and you shall pay that expense. We are not responsible for service or repair of Equipment when permits cannot be obtained and we will not pay any costs relating to permits; (C) Our commitment does not cover service involving hazardous or toxic materials, asbestos, lead or the disposal of refrigerants or contaminants; (D) If a thermostat included in the Equipment fails, we will provide a replacement thermostat at our choice. Zone thermostats/controls and energy management controls are not covered by our commitment; (E) We are not responsible for insufficient air distribution due to existing ductwork design or clogged duct work or for insufficient water flow due to existing or clogged piping or radiators. Costs of refrigerant recovery, vacuuming and refill are excluded from our commitment; (F) If the monthly rental rate includes a charge for duct cleaning performed by us, it is a one-time service and our commitment is limited to a 30-day limited satisfaction guarantee (from the date of the cleaning), where we will redo your duct cleaning.

4. Customer's Commitment; Billing and Payment. You agree that: (i) You will pay your charges billed under this Agreement when due; (ii) You agree to pay HST and any other taxes payable in connection with this Agreement; (iii) You will promptly inform us of any change in (a) your mailing address; and/or (b) if previously provided, bank account or credit card information you provided; (iv) your charges may be included on your utility bill or we may bill you for your charges directly or through our service provider. Acceptable methods of payment 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; (v) If you are billed directly by us or our service provider, unless otherwise specified by you, we will email your monthly bill to the email address provided above. In the event that no email address is provided by you or you notify us that you wish to receive your bill by mail, we will mail your bill to the Service Address or the Mailing Address, if a Mailing Address is provided by you. You may be subject to a paper bill charge if you wish to receive your bill by mail; (vi) If your charges are included on your Enbridge Gas Distribution (“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; (vii) The current monthly rental charge is the amount set out on the first page of this Agreement. We may increase our rental rates on July 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, by email or by any method permitted by law. You agree to pay HST and any other taxes payable in connection with this Agreement; (viii) 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; (ix) You will use the Equipment safely and responsibly, and in particular you will: (a) ensure that no combustible, hazardous or flammable materials are used or stored in the same room as, or near, the Equipment; (b) ensure that the Equipment is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation; (c) ensure that the filters, vents and openings are kept clear and clean and are otherwise kept well maintained by you; (d) provide us with access to the Equipment whenever reasonably required for purposes of inspection, maintenance, repair or removal and in connection therewith will authorize site personnel at your location to permit us access to the Premises; and (e) obtain our approval before you connect any add-on equipment, such as air handlers, humidifiers, storage tanks, air duct systems or hydronic baseboards to the Equipment. We are not responsible for the installation or maintenance of any add-on equipment, or for any damage caused by this add-on equipment or the Equipment if the damage occurred because of the add-on equipment. You will (i) notify us promptly if the Equipment breaks down or is damaged; (ii) not permit anyone but us to service, repair, modify, move or disconnect the Equipment; (iii) be responsible for any damage to, or loss of, the Equipment, even if caused by you or third parties, unless caused by us or is otherwise part of Service Experts’ commitment described above; (iv) be responsible for any damage to, or loss of, the Equipment if caused by fire, flood, accident or other insurable risks; and (v) maintain in good working order the ancillary piping, venting, wiring or ducting owned by you. You will not tamper with any plate(s), tag(s) or sticker(s) identifying the Equipment as owned by us. If you sell, lease or otherwise transfer the Premises, you will, in addition to your obligations otherwise set forth herein, advise us in advance and advise the transferee that the Equipment is rented pursuant to this Agreement. At the end of the Useful Life of any Equipment, you are not obligated to rent and we are not obligated to supply replacement Equipment therefor, unless we mutually agree at the time pursuant to a new agreement. If the Equipment is gas-fired, you are required, as the user of the Equipment, under law to ensure that it is maintained in a safe operating condition [Ontario regulation 212/01 Section 15]. In the event that a service or repair is required please call 1-866-397-3787. This Agreement is binding upon and will enure to your heirs, personal representatives, successors and permitted assigns. During the Term, you are responsible for any loss or damage to the Equipment from any cause, whether or not insured, until all of your obligations under the Agreement have been fulfilled.

5. Ownership of Equipment. During the Term, the Equipment remains the property of Service Experts or its assignee and although it may be affixed to the Premises, is not intended to become a fixture. You agree to assist in protecting our ownership interest by signing and providing any further documents we may reasonably require and you acknowledge that we may register notices of security or ownership as we deem appropriate, including on title to the Premises. You agree to keep the Equipment free of all liens, security interests, mortgages and other claims.

6. Personal Information About You. We collect personal information about you in order to establish and manage our, and our authorized service provider’s, business relationship with you. We won’t knowingly share this information with third parties without your permission, other than to service providers, parties that provide us with credit information, parties to whom we transfer, assign, encumber or otherwise dispose of this Agreement or the Equipment or otherwise in accordance with our Privacy Policy which is available at www.serviceexperts.ca or can be obtained from our Privacy Officer. You: (i) consent to the collection, use, disclosure and maintenance of personal information and to receiving commercial electronic messages and promotional offers (such as tips to help you run your home or place of business more efficiently and reliably, special money-saving offers available to our customers and news about products and services that may be of interest to you) in accordance with the terms of our Privacy Policy (you may opt out at any time by contacting our Privacy Officer using the information below); (ii) authorize us to use and disclose your personal information to: verify your identity when you request information about your account by telephone or email; bill, collect payment, manage your account and/or supply services to you under this Agreement; review information about your bill payments; provide to our authorized technicians and other companies that provide service under this Agreement; comply with law enforcement and/or a legal requirement; process past due accounts of yours which have been passed to a debt collection agency; and undertake a credit reference check and we agree that the results thereof, any other personal information provided by or about you shall be handled by us in accordance with applicable laws and the Privacy Policy; and (iii) if your Equipment is billed by your gas utility, you authorize your gas utility to provide us with any information about your Equipment, including charges and payment information. We may record our telephone conversations with you and disclose the recordings to achieve the purposes set out in this section.

You may contact our Privacy Officer to discuss any questions or concerns related to the Privacy Policy, how your information is being handled, or to request that your personal information be revised or removed from our promotional list by telephone at: 866-397-3787, or by e-mail at: CustomerCare@ServiceExperts.com.

7. Your Buy-out Option. You may not terminate this Agreement except as provided below. You may purchase the Equipment at any time for a price calculated in accordance with the Buy-Out Schedule set out below. You may not purchase less than all of the Equipment. You may exercise your buy-out option by notifying us in writing or by calling 1-866-397-3787. If you tell us you want to buy the Equipment, we will calculate and tell you the purchase price. The purchase price can also be found on our website at www.serviceexperts.ca. The purchase price is based on, among other things, the unpaid cost of the Equipment and related installation, finance, service and maintenance costs. When you exercise your buy-out option, you accept the Equipment in “as-is” condition, subject to the balance of any transferable manufacturer’s warranty, and you assume responsibility for the Equipment and its repair and maintenance. You also agree to pay the buy-out price, plus any applicable taxes, when invoiced by us. Once we receive payment of the buy-out price, this Agreement will terminate and you will have no further obligation to pay rent and we will have no further obligation to you.

SERVICE EXPERTS RENTAL HVAC BUY-OUT SCHEDULE			
Age of Equipment	Buy-out Price	Age of Equipment	Buy-out Price
0 to less than 1 yr. old	100%	7 to less than 8 yr. old	79%
1 to less than 2 yr. old	98%	8 to less than 9 yr. old	74%
2 to less than 3 yr. old	96%	9 to less than 10 yr. old	68%
3 to less than 4 yr. old	92%	10 to less than 11 yr. old	61%
4 to less than 5 yr. old	89%	11 to less than 12 yr. old	53%
5 to less than 6 yr. old	86%	12 to less than 13 yr. old	43%
6 to less than 7 yr. old	83%	13 to less than 14 yr. old	31%

8. Removal and Disposal. If any Equipment has reached the end of its Useful Life and we are not installing replacement equipment and you wish us to disconnect and/or dispose of the Equipment you should call 1-866-397-3787. We will charge you in accordance with our then current fee schedules for removals or disconnections. We are not responsible for replacing the Equipment or re-connecting or responsible for any ancillary or other equipment, venting, piping, wiring or ducting.

9. Transferring This Agreement. If you are the Owner and 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 purchaser to assume your rights and obligations under this Agreement, effective from the date of sale, or other transfer, provided that (i) you or your representative notify the transferee in the sale or transfer agreement that the Equipment is rented and is subject to this Agreement, (ii) you or your representative advise us in advance of the transferee’s name and the intended date of sale or other transfer, (iii) 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, (iv) the transferee agrees to assume your obligations, and (v) you have paid us all amounts owing under this Agreement. Unless and until these conditions are satisfied, or unless we otherwise waive any or all of these conditions, which we are under no obligation to do, you will remain responsible (individually or jointly and severally with the Lessee, as applicable) 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. We may (but are not required to) accept performance of your obligations (including payment obligations) from other parties (such as tenants).

10. Termination of Agreement by Us. Each of the following will be events of default (a “Default”) by you: (i) bankruptcy, insolvency or receivership proceedings are commenced with respect to you; and/or (ii) if you breach any provision of, or fail to perform any of your obligations under this Agreement. If you Default, we may, on 30 days written notice require that you immediately purchase the Equipment at the buy-out price and on the other terms set out in Section 7. If we choose not to exercise this option, or if you fail to pay the buy-out price, then we may (without further notice): (i) Terminate this Agreement; (ii) Enter the Premises and disconnect, remove and use or dispose of the Equipment for our own account; and/or (iii) Pursue any other remedies we may have at law. If we terminate this Agreement and/or remove the Equipment as a result of a Default, you agree to pay a removal charge in accordance with our then current fee schedules. You also acknowledge that we have no obligation to remove or re-sell the Equipment and you are not entitled to any proceeds of sale. Upon termination of this Agreement and/or removal of the Equipment, all amounts owing hereunder are due and payable.

11. Warranties, Limitation on Liability and Indemnification. 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. Subject to you carrying out your obligations under this Agreement (including those under “Customer’s Commitment; Billing and Payment”) and subject to the limitations set out below, we hereby warrant that the Equipment will work for the term of this Agreement. 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. We will not be liable for any loss, damage or injury of any type (including as a result of water leakage or any electrical or natural gas 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. 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.

12. Assignment. We may without notice 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 your permission. 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. Except as otherwise provided herein, 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 Section 9).

13. Miscellaneous. The Equipment is neither used nor reconditioned. 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. 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. 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, by email or by any method permitted by law. You agree to pay all expenses incurred by us for any delinquent accounts, including, but not limited to actual attorneys’ fees, filing fees and costs.

14. How To Contact Us.

“Rental Group”

CustomerCare@ServiceExperts.com

866-397-3787

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 Government and Consumer 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 instructions.