

## Terms and Conditions - Water Heater Rental Agreement

### GrandBridge Group Inc. (formerly Brantford Hydro Inc.) Customer Service Commitment

- Customer Service Centre: 24 hours a day, 7 days a week (519) 756-1360 for reliable and trouble free Water Heater service.
- Quality products that provide performance in the provision of hot water.
- No installation or extra service charges apply, except in the following circumstances or as listed in Customer Responsibilities below:
  - If additional wiring, mechanical work or plumbing is required in the home to upgrade the wiring, mechanical or plumbing to meet Codes or installation requirements. This additional work or materials will be provided at the owner's expense.
  - If the Water Heater requires flushing, de-liming or other repairs due to poor water quality conditions and/or unsoftened water at the Customer's premises.
  - If repairs or extra service work is necessary because the Water Heater was connected to other equipment in the Customer's home.
  - If the Water Heater is damaged by an unauthorized service person performing work on the Water Heater or removed by an unauthorized person. Any work on the water heater or related installation equipment MUST be done by an authorized GrandBridge Group Inc. (formerly Brantford Hydro Inc.) representative.
  - If the Water Heater is removed prior to the end of the useful life of the Water Heater (see Termination of the Rental Agreement below).
  - If removal and disposal of a Customer owned water heater is required.
- GrandBridge Group Inc. (formerly Brantford Hydro Inc.) has absolute discretion to restrict the provision of a rental Water Heater.

### Customer Responsibilities

GrandBridge Group Inc. (formerly Brantford Hydro Inc.) will honour its customer service commitment over the useful life of the Water Heater. In return the Customer agrees to the following terms and conditions:

The Customer agrees to pay rental charges as billed by GrandBridge Group Inc. (formerly Brantford Hydro Inc.), as well as any extra service charges that may apply to your account for service on your rental Water Heater. The Customer agrees that GrandBridge Group Inc. (formerly Brantford Hydro Inc.) may change its rental rates and service charges from time to time at its sole discretion (see [www.enersure.ca](http://www.enersure.ca) for current rates and terms and conditions).

The customer agrees to have working water conditioning (softening) system installed and feeding the GrandBridge Group (formerly Brantford Hydro) Tankless Water heater at all times.

The customer agrees to pay all costs associated with repair or replacement of any water heater damaged by improperly conditioned (softened) water.

The Customer agrees to provide a convenient, safe, dry and heated location for the rental Water Heater, free of any obstructions for future servicing or removal and to ensure the Water Heater is located in an area with sufficient drainage in the vicinity and that the drainage is open and unrestricted; GrandBridge Group Inc. (formerly Brantford Hydro Inc.) will not be responsible for any damage should the Water Heater or associated piping leak.

The Customer agrees to be responsible for any damage to the Water Heater caused by fire, flood, accident, seasonal start up/close down procedures or any other reason other than ordinary wear and tear.

The Customer agrees to supply and maintain water conditioning equipment as recommended by GrandBridge Group Inc. (formerly Brantford Hydro Inc.) to resolve water quality problems such as smelly water, iron discolouration, calcium build up 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.

The Customer agrees to restrict servicing or removal of the Water Heater to an authorized representative of GrandBridge Group Inc. (formerly Brantford Hydro Inc.)

If the premises are sold, the customer agrees to inform the purchaser that the water heater is rented pursuant to this agreement. The customer will be released from their 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 water heater is rented, (ii) the customer has 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 water heater on our then current terms and conditions and (iv) the customer has paid us all other amounts owing under this agreement. The customer authorizes us to respond to information requests relating to their account made by or on behalf of the purchaser.

The Customer agrees to ensure that any GrandBridge Group Inc. (formerly Brantford Hydro Inc.) identification or labeling is not removed from the Water Heater.

The Customer agrees to pay applicable service fees if: relocation of an existing Water Heater is required, a change in tank size is required prior to the end of the existing tanks useful life or an updated model is requested by the Customer prior to the end of the existing tanks useful life.

The Customer agrees to allow authorized agents or employees of GrandBridge Group Inc. (formerly Brantford Hydro Inc.) to have access at all reasonable hours for the purpose of installing, maintaining or removing the Water Heater. In addition, the Customer agrees to pay a service fee for missed appointments that were established at mutually agreeable times between the Customer and the GrandBridge Group Inc. (formerly Brantford Hydro Inc.) representative.

The Customer agrees to be responsible for maintaining effective operation of any plumbing systems supplying water to the Water Heater during installation or service on a rental Water Heater.

The Customer agrees to ensure that the Water Heater is not mortgaged or used as security for debts as it is not, nor shall it become, a fixture.

GrandBridge Group Inc. (formerly Brantford Hydro Inc.) makes no representation or warranties as to the performance of the water heater. GrandBridge Group Inc. (formerly Brantford Hydro Inc.) 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.

The Customer will indemnify GrandBridge Group Inc. (formerly Brantford Hydro Inc.) from all losses and expenses GrandBridge Group Inc. (formerly Brantford Hydro Inc.) may incur, and will hold GrandBridge Group Inc. (formerly Brantford Hydro Inc.) harmless from any lawsuits and any claims which may be made against GrandBridge Group Inc. (formerly Brantford Hydro Inc.) in connection with this rental agreement or the use and operation of the water heater.

### Termination of the Rental Agreement

GrandBridge Group Inc. (formerly Brantford Hydro Inc.) reserves the right to cancel the rental agreement immediately for breach of any terms and conditions, including non-payment of bills. At such time, GrandBridge Group Inc. (formerly Brantford Hydro Inc.) may opt to come and remove the rental equipment from the Customer's property. GrandBridge Group Inc. (formerly Brantford Hydro Inc.) also retains the right to cancel the rental agreement at any time with reasonable notice to the Customer. The Customer will be responsible for all amounts owing under this rental agreement to the date of cancellation.

**\*\*The existing homeowner will be responsible to transfer the rental agreement to a new homeowner upon sale of the premise\*\***

The Customer will be responsible for applicable removal & administration costs if the Water Heater is removed during the useful life of the Water Heater. The Customer has the option to buy the existing rental Water Heater. Price will be based on the depreciated value of the installed Water Heater plus administration fees as specified by GrandBridge Group Inc. (formerly Brantford Hydro Inc.) and as stated in '2' on page one of this agreement. Subject to change without notice.

### Prior Agreements

This agreement supersedes any prior agreements between the Customer and GrandBridge Group Inc. (formerly Brantford Hydro Inc.) regarding the rental of the Water Heater.