

Terms and Conditions

Water Heater Rental Agreement

Brantford Hydro Inc. Customer Service Commitment

- Customer Service Centre: 24 hours a day, 7 days a week (519) 756-1360 (Office Hours) or (519) 752-0422 (After Hours) for reliable and trouble free Water Heater service.
- Competitive monthly rental rates.
- Quality products that provide superior 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 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 or removed by an unauthorized person performing work on the Water Heater. Any work on the water heater or related installation equipment MUST be done by an authorized Brantford Hydro Inc. representative.
 - If the Water Heater is removed prior to the end of the term of this agreement (see termination of contract on reverse).
 - If removal and disposal of a Customer owned water heater is required.
- Brantford Hydro Inc. may restrict provision of a rental Water Heater based in its absolute discretion.

Customer Responsibilities

Brantford Hydro Inc. will honour its customer service commitment over the term of this agreement. In return the Customer agrees to the following terms and conditions:

The Customer agrees to pay rental charges as billed by Brantford Hydro Inc., as well as any extra service charges that may apply to the account for service of the rental Water Heater. The Customer agrees that Brantford Hydro Inc. may change its rental rates and service charges from time to time by announcing rate changes to in advance by written communication.

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; Brantford Hydro Inc. will not be responsible for any damage should the Water Heater or associated piping leak.

The Customer agrees that rental Water Heaters located at premises with seasonal road access will only be serviced during the period when the road is accessible.

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 Brantford Hydro Inc. to resolve water quality problems such as smelly water, iron discolouration, calcium build up etc. Otherwise charges may apply for future maintenance, repairs or replacement of the Water Heater or the availability of a rental Water Heater may be restricted in the absolute discretion of Brantford Hydro Inc.

The Customer shall restrict servicing or removal of the Water Heater to an authorized representative of Brantford Hydro Inc.

The Customer shall notify Brantford Hydro Inc. at least 15 days prior to the sale of the premises and shall provide the appropriate information on the new customer so that Brantford Hydro Inc. can transfer the rental agreement and billing in a timely manner.

The Customer shall ensure that any Brantford Hydro Inc. identification or labelling is not removed from the Water Heater.

The Customer shall pay applicable service fees for relocation of an existing Water Heater, a change in tank size prior to the end of the term or an updated model requested prior to the end of the term.

The Customer agrees to allow authorized agents or employees of Brantford Hydro Inc. to have access at all reasonable hours for the purpose of installing, maintaining, repairing 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 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 service or operation of the 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, the property of the customer or a fixture of the premises.

Brantford Hydro Inc. makes no representation or warranty as to the performance of the water heater. 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 Brantford Hydro Inc. from all losses and expenses Brantford Hydro Inc. may incur, and will hold Brantford Hydro Inc. harmless from any lawsuits and any claims which may be made against Brantford Hydro Inc. in connection with this rental agreement or the use and operation of the water heater.

Termination of the Rental Agreement

Brantford Hydro Inc. retains the right to cancel the rental agreement at any time with reasonable notice to the Customer. Brantford Hydro Inc. may cancel the rental agreement immediately for breach of any terms and conditions, including non-payment of bills. At such time, Brantford Hydro Inc. may remove the Water Heater and any other rental equipment from the Customer's property. 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 premises.

The Customer will be responsible for applicable removal costs if the Water Heater is removed during the term of this agreement. 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 as specified by Brantford Hydro Inc. in its absolute discretion and is subject to change without notice.

Prior Agreements

This agreement supersedes any prior agreements between the Customer and Brantford Hydro Inc. regarding the rental of the Water Heater.