




Rental Agreement

RECEIVE TWO MONTHS FREE RENTAL
Toll Free 1(877)475-6888

HOMEOWNER INFORMATION PRINT NEATLY IN CAPITAL LETTERS

FIRST NAME	LAST NAME	DATE OF BIRTH MM/DD/YYYY
CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME	DATE OF BIRTH MM/DD/YYYY
INSTALLATION ADDRESS (Place of execution unless otherwise stated)		PROVINCE
		UNIT #
CITY	POSTAL CODE	
HOME PHONE	MOBILE OR OFFICE	EMAIL ADDRESS

CUSTOMER EQUIPMENT INFORMATION	Rental Payment (Plus HST)	Installation Charges	HVAC	HWT
<input type="checkbox"/> High Efficiency Furnace / Boiler		Term 120 Months		
<input type="checkbox"/> High Efficiency Air Conditioner		Delivery Charge	\$100	\$100
		Basic Installation Charge	\$750	\$500
		Removal Charge	\$150	\$100
<input type="checkbox"/> Tankless Gas Water Heater Ultra Condensing Efficiency <input type="checkbox"/> RINNAI <input type="checkbox"/> NORWITZ <input type="checkbox"/> OTHER _____		Total Charges*	\$1000	\$700
<input type="checkbox"/> Hot Water Tank Type/Size _____	<input type="checkbox"/> Old Equipment Ownership: _____	*Plus applicable taxes <input type="checkbox"/> I have initialed this box to confirm that ECO ENERGY will waive Installation charges, provided the account is in good standing on the 1st anniversary of the installation date.		
<input type="checkbox"/> Other Equipment Please specify _____		Total Monthly Rental Payment (plus HST)		

Payment Options (Please Check One Only)	
Option 1 - Enbridge Gas Distribution Bill 	<p>Eco Energy Home Services Inc.'s charges will appear in the "Other Companies" section of your Enbridge Gas Distribution bill. These offers and claims are made by Eco Energy Home Services Inc. alone. Eco Energy Home Services Inc. is not owned by or affiliated with Enbridge Inc. or Enbridge Gas Distribution.</p>
Option 2 - Pre-Authorized Debit You agree to make all payments on this agreement by preauthorized debit (PAD) to the account shown on the void cheque attached or any other financial institution with alternate account information which you give to us. All persons who may sign on the account must also sign this agreement.	Please Select PAD Date: <input type="checkbox"/> 1st day of the month <input type="checkbox"/> 15th day of the month

Your rental will start on the Installation Date for the Term. You certify that the information contained herein is true and you authorize us to make inquiries concerning your credit with consumer reporting agencies or any other company with whom you have a financial relationship. By signing below, you agree that you have read, understood and agreed to the terms and conditions of this agreement including those on the following pages and you acknowledge receipt of a copy. You agree that there are no other verbal or written documents which modify the terms of this Agreement in any manner.

Your "Consumer's Rights" are outlined on page 3 of the terms and conditions of this agreement

<input type="checkbox"/> Homeowner <input type="checkbox"/> Spouse _____ Signature	<input type="checkbox"/> Homeowner <input type="checkbox"/> Spouse _____ Co Applicant Signature
/ /	/ /
Month Day Year	Month Day Year
INSTALLATION DATE: _____ Month Day Year	
INSTALLATION TIME: _____	

EEHS Representative Signature	EEHS Representative Name	EEHS Representative Number
3761 Victoria Park Ave, Unit 10-11 Toronto, Ontario, Canada, M1W 3S3 Email: customerservice@ecoenergyhs.ca Web: www.ecoenergyhs.ca		REF #
1-877-475-6888		

Terms and Conditions

1. EEHS's Commitments: "Our", "us", "we" or "EEHS" means Eco Energy Home Services Inc. Our commitment to you, our rental customer ("you", "your" or "customer") is to install and rent to the customer set out in the Rental Agreement, an energy efficient furnace, boiler, air conditioner, water heater, tankless water heater system or any other equipment that may be specified in the customer equipment section of the Rental Agreement (the "Equipment") on the terms set out in the Rental Agreement and these terms and conditions (together, the "Agreement"), unless earlier terminated pursuant to section 5 of this Agreement. This Agreement is an agreement to lease the Equipment.

2. Term and Payments: This Agreement is conditional upon EEHS's acceptance of it, in its sole and unfettered discretion and EEHS's acceptance depends, in part, on whether you are creditworthy. The Equipment rental term is for 120 months ("the Term") commencing on the "Installation Date" which is either the date the Equipment is installed or, if you purchased the premises after the Equipment was installed, the date of your purchase, provided you meet the requirements set out in the section 4e under "sale of your home". The term of the Equipment rental ends if this Agreement is terminated by you or us in accordance with section 5 of this Agreement, or if the term has ended. The useful life of the Equipment ends when EEHS or its authorized service provider determines such, acting reasonably, based on industry standards, and a new agreement will be set forth unless otherwise notified in writing by you. **Option 1 – Enbridge Gas**

Distribution Bill You understand and agree that you will be billed the monthly amount specified in the Rental Agreement (with scheduled increases described below) in accordance with your Enbridge Gas Distribution ("EGD") billing schedule. Unless otherwise specified in the Rental Agreement, the first periodic payment will be billed on your EGD gas bill in the first billing period following the Installation Date of the Equipment. You agree to switch to PAD should we discontinue the Enbridge Billing Service Option. **Option 2 – Pre-Authorized Debit (PAD)** You authorize EEHS to debit regular monthly payments and additional sporadic PADs for other charges under this Agreement or as authorized by you for personal use. **You waive any written notice before the first PAD is processed or when any change in the PAD amount is made because of an adjustment in the payment amount or other charges. EEHS may transfer this PAD agreement to the person it transfers this Agreement or any entitlements under this Agreement.** You will advise EEHS of any changes in the account information or other change in the preauthorization payment at least 10 business days prior to the next payment date. You further agree to pay us a returned-item charge in an amount equal to the greater of \$50.00 and the actual bank charges incurred plus any other amounts allowable by law. You may cancel this PAD agreement at any time by sending a notice to EEHS at least 10 business days prior to the next payment date. The cancellation of the PAD agreement applies only to the method of payment and will not change or terminate your obligations on this Agreement. You may obtain a sample cancellation form or more information on your right to cancel a PAD agreement by consulting your financial institution or by visiting www.cdnpay.ca. EEHS can cancel this PAD agreement by sending a 30-Day notice to you. It can also be cancelled without notice if the financial institution refuses the PADs for any reason or you default under this Agreement. You have certain rights of recourse if a PAD does not comply with the terms of this PAD agreement. For example you have the right to receive reimbursement for any PAD that is not authorized or that is not compatible with the terms of the agreement. For more information on your rights of recourse, you may consult with your financial institution or visit www.cdnpay.ca. You understand that on each annual anniversary of my Installation Date, your monthly payment will increase no more than 3.5% of the rental amount payable in the preceding year. The total lease value of equipment/capitalized amount, (the total lease costs) and [implicit finance charges], subject to dealer discounts, are based on 8.99% annual percentage rate (APR) shall not exceed the maximum amount for a Chimney Liner is \$388.25(\$598.80) [\$210.55]; EL40 is \$1,166.30 (\$1,798.80) [\$632.50]; EL60 is \$1,244.11(\$1,918.80) [\$674.69]; CV40 is \$1,283.01(\$1,978.80) [\$695.79]; CV50 is \$1,360.81 (\$2,098.80) [\$737.99]; CV60 is \$1,555.33 (\$2,398.80) [\$843.47]; PV40 is \$1,944.35 (\$2,998.80) [\$1,054.45]; PV50 is \$2,022.16 (\$3,118.80) [\$1,096.64]; PV60 is \$2,177.77 (\$3,358.80) [\$1,181.03]; PV75 is \$2,488.99 (\$3,838.80) [\$1,349.81]; TANKLESS 7.5G is \$3,267.04 (\$5,038.80) [\$1,771.76]; TANKLESS 9.8G is \$3,422.65 (\$5,278.80) [\$1,856.15]; TANKLESS 11.1G is \$3,578.26 (\$5,518.80) [\$1,940.54]; FURNACE NON RB or AC NON RB \$5,445.59 (\$8,398.80) [\$2,953.21]; FURNACE RB or AC RB \$6,223.64 (\$9,598.80) [\$3,375.16]; BOILER \$9,335.86 (\$14,398.80) [\$5,062.94]; COMBINATION BOILER is \$10,113.91 (\$15,598.80) [\$5,484.89]; RO DRINKING WATER \$1,555.33 (\$2,398.80) [\$843.47]; CARBON FILTER/Softener \$3,889.49 (\$5,998.80) [\$2,109.31]. The estimated residual value at the end of Term is estimated to be up to \$500.00

3. EEHS's Obligation to you: Our obligation to you is to service and repair the Equipment with no service charges or parts replacement charges except when the following situations arise: a) if you, or a third party not authorized by us, alter, modify, adjust, damage, service, repair, move or disconnect the Equipment; b) if service or repairs are required to the Equipment because the Equipment was used for unintended or unauthorized purposes; c) if/when the Equipment requires DE-liming, flushing or other repair due to poor water conditions or poor quality of the environment in which the Equipment is situated; d) where venting, piping, wiring, plumbing, ducting and/or electric services requires cleaning, repair or replacement; e) if you fail to maintain your Equipment in accordance with the requirements set out below under "Customer Obligations"; or f) if you fail to notify us as described below under "Customer Obligations". A minimum service fee may be charged to your account if a service call is related to the above mentioned. Charges vary based on service required. If service call is not related to the Equipment a minimum charge of \$85.00 will apply, or if no one is home when EEHS's authorized service contractor arrives for a scheduled service call, a minimum charge of \$50.00 will apply. EEHS will replace defective Equipment due to issues not caused by you at no charge and will enter a new agreement at the time of replacing such defective Equipment. Should you require assistance, our 24-hours a day, 7 days per week emergency phone number is **1(855)ECO-ASAP or 1(855)326-2727**. Should we update this phone number, the update can be found on EEHS's website at www.ecoenergyhs.ca.

4. Customers Obligations: You agree that: a) Payments of Charges – You will pay your rental charges when due. We may change our rental rates from time to time by announcing rate changes in advance, by letter or by any method permitted by law. Your rental charges will be included on your monthly utility bill or by Pre-Authorized Debit PAD. You will pay us interest on any arrears at an annual interest rate of .0821918% per day, compounded monthly, (34.489% effective annual rate) shall be payable on all unpaid Payments, from their due date until paid. b) Safety - You will use your Equipment safely and responsibly. In particular, you will: maintain effective operation of any plumbing or pumping system supplying water to the Equipment; (i) ensure that no combustible, hazardous or flammable materials are used or stored in the same room near the Equipment; (ii) ensure that the Equipment is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation. (iii) provide us with access to the Equipment, whenever reasonably required for purposes of inspection, repair, maintenance or removal; (iv) ensure that the Equipment is located in an area with sufficient drainage in the vicinity and that drainage is open and unrestricted. (v) you will not and will not permit anyone who has not been

authorized by us to service, repair, modify, alter, adjust, move or disconnect the Equipment. c) Duty to Maintain – as the user of the Equipment, you are required under law to ensure that it is maintained to a safe operating condition. d) Ownership, Credit and Security Interest – You agree that: (i) if more than one customer is named on the account each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by this Agreement. During the Term of this Agreement, the Equipment remains our property, does not become a fixture, and you will not tamper with any tag(s) or sticker(s) identifying the Equipment as rented equipment; (iii) you will promptly inform us of any changes to your mailing address at least 30 days in advance of such change; and/or the bank account or credit card information provided to us promptly after such change is made; we may sell, assign concurrently lease or otherwise dispose of, or grant a security interest in, title and interest in this Agreement to anyone else without notice to you without your consent. To the extent permitted by law, you will not assert against any transferee any claims, defences, set-offs, deductions or counter-claims which you may now or in the future be entitled to assert against us; (iv) this Agreement is binding upon you and will ensure to your respective heirs, personal representative, successors and permitted assigns, and (v) we may register, at your expense, our interest in the Equipment against you and/or against title to the premises. To the extent permitted by law, you agree to appoint us as your lawful attorney for the purpose of doing any such registrations. Unless prohibited by law, you waive your right to receive a copy of such registration where required and you appoint us as your lawful attorney for registration and receipt of notice. You agree that the Equipment will remain personal property even though it may become affixed to the premises. You agree to keep the Equipment free of all liens, security interest, mortgages and other claims. e) Sale of your Home – If you sell the property where the Equipment is located, this Agreement shall be transferred to the purchaser, and we will permit the purchaser to assume your rights and obligations under this Agreement, effective from the date of sale, provided that: (i) the purchaser is notified in the agreement of purchase and sale that the Equipment is rented and is subject to the terms and conditions of this Agreement; (ii) you advise us in advance of the purchaser's name and intended date of sale; (iii) the purchaser agrees in writing or by conduct to rent the Equipment in accordance with this Agreement; and (iv) you have paid us all other amounts owing under this agreement. You hereby authorize us to respond to information requests relating to your account made by or on behalf of purchaser.

5. Termination: This Agreement may be terminated under the following conditions: 1) By "EEHS" if you default in your obligations as set out herein. In such case, in addition to any other remedies that we may have, we may remove the Equipment. There may be a minimum charge to your account for restocking and removing the Equipment of \$500.00. 2) Early buyout: You may purchase your Rental Equipment at any time for the age-reduced price that can be calculated using the Excel formula "=-pv(.089/12, 120-A,B,0,0)*C+(C*500)" where A is the number of full payments made under this Agreement, B is the regular monthly payment under this Agreement and C is the number of Equipment units rented. All buyout prices are subject to provincial and government sales taxes. For easy calculation call EEHS at 905-475-6888 or 1-855-326-2727. When you exercise your buyout option, you accept the Equipment in an "as is" condition, subject to the balance of any transferable manufacturer's warranty, and you assume full responsibility for the Equipment and its repair and maintenance. You also agree to pay the buyout price when invoiced by EEHS. Once payment has been received for the buyout price, and no other amounts are outstanding pursuant to this Agreement, this Agreement will end. End of term options. Providing you have not breached any term under this Agreement, you shall have the following options available to you at the end of the Term: (a) purchase the Equipment at the estimated residual value, (b) renew this Agreement on a month to month basis at the rental amount for the period immediately prior to the end of the Term, or (c) return the Equipment to us. You must provide us with 30 days' written notice by regular mail or email of your intentions.

6. Liability: You understand that EEHS is not the manufacturer of the Equipment and therefore makes no representation, warranties or conditions as to the performance of the Equipment, except of those which are given by statute and which cannot be waived. EEHS 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 to in any way by the use and operation of the Equipment or any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If EEHS is unable to perform any of its obligations under this Agreement because of circumstances or events beyond its control, it shall be excused from the performance of such obligations for the duration of such circumstances or events and it shall not be liable to you for such failure to perform. You will indemnify EEHS from any loss or damage to the Equipment for any reason (other than normal wear and tear) and all claims, losses and costs that EEHS may suffer or pay or may be required to pay, including legal expenses, in connection with the Equipment, this Agreement or the use and operation of the Equipment, including any claims against it for any injury or death to individuals or damage to property.

7. Miscellaneous: This Agreement is the entire agreement between you and EEHS. It is governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Should any of the terms and conditions in this Agreement be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such terms or conditions shall be deemed severed from this Agreement and the remaining terms and conditions shall continue in full force and effect. Neither the failure nor delay of EEHS to exercise any right or to enforce any term of this Agreement shall be construed as a waiver of such right or term, or of any other right or term hereunder.

8. Insurance: You will, at your own expense, maintain, in a form acceptable to us, insurance covering the Product. We shall be named as loss payee and the policy shall contain a clause requiring the insurer to give us prior notice of a revision to its provisions or of its cancellation. The total or partial loss of the Product or its use or possession shall not relieve you of your obligations and liabilities under this Agreement.

9. Privacy Policy: You understand that your personal information included in the Rental Agreement and your account, credit and billing history will be collected, used and maintained for the purposes of managing your account with EEHS, and in accordance with EEHS's privacy policy which is available at http://www.ecoenergyhs.info/privacy_policy.html. You understand that EEHS may provide your credit history and personal information to its potential lenders, investors, assignees and purchasers of contracts or payments (a "Purchaser"). You agree that EEHS and its Purchasers may perform credit reference checks and that the personal information provided to EEHS or such Purchaser or which EEHS or its Purchaser requests/obtains as a result of the credit reference check is confidential and will be handled in accordance with EEHS' privacy policy or such Purchaser's privacy policy, as applicable. You understand that EEHS may disclose your personal information if this Agreement is transferred or assigned, as otherwise required to collect a payment owed by you, or as required by law. You will be provided with the opportunity to receive offers from EEHS's affiliates and/or its business partners, and can opt out of receiving these offers at any time.

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 the Agreement. You do not need to give the supplier a reason for cancelling during this 10-day period.

If the supplier does not make delivery within 30 days after the delivery date specified in this Agreement or if the supplier does not begin performance of his, her or its 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 the supplier does 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 Consumer and Business Services. To cancel this Agreement, you must give notice of cancellation to the supplier, at the address set out in the Agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the Agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you.

If you cancel this Agreement, the supplier has 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 the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this Agreement is entered into, the supplier is 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 the supplier, except goods that can be repossessed by or returned to the supplier.

If the supplier requests in writing repossession of any goods that came into your possession under the Agreement, you must return the goods to the supplier's address, or allow one of the following persons to repossess the goods at your address:

- a) The supplier.
- b) A person designated in writing by the supplier.

If you cancel this Agreement, you must take reasonable care of any goods that came into your possession under the Agreement until one of the following happens:

- a) The supplier repossesses the goods.
- b) The supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the Agreement was cancelled.
- c) You return the goods.
- d) The supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.

For more Information contact:

Eco Energy Home Services Inc.
Customer Service: 1-877-475-6888
3761 Victoria Park Avenue Unit 10-11
Toronto, Ontario
M1W 3S3
Email: customerservice@ecoenergyhs.ca