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**Rideau St. Lawrence Utilities Inc. will pay up to \$200.00 towards the installation of a new hot water tank.**

**HOT WATER TANK RENTAL AGREEMENT**

This is an agreement between RIDEAU ST. LAWRENCE UTILITIES INC. (referred to as "RSLU") and \_\_\_\_\_ (referred to as "the Customer") for the transaction(s) described below and incorporates terms and conditions attached hereto.

Cycle # \_\_\_\_\_ Acct. # \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_  
 Installer \_\_\_\_\_

**TERMS AND CONDITIONS**

The terms and conditions, shown on the reverse or attached to this Agreement form and any appendices referred to in it, constitutes the entire "Agreement".

This document provides for the acquisition by the Customer of a Hot Water Tank (the "Tank") by lease and the maintenance to be provided for that tank.

The tank shall be \_\_\_\_\_ (size) and bear serial number \_\_\_\_\_ .

**Term**

This lease shall have a term of one hundred & twenty (120) months commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Unless terminated by either party in accordance with paragraph 8 hereof this agreement shall become a month to month lease thereafter.

**Payment**

Net Lease Payments in the amount of \$ \_\_\_\_\_ plus H.S.T. are payable monthly commencing in the month following delivery of leased Tank (the "commencement date") and continuing thereafter on the day of each month which RLSU has selected. In the event of late payment charges being incurred, payments will be first applied to late payment charges and the balance applied to the Net Lease Payment. Any resulting unpaid balance of a Net Lease Payment will then be immediately due and payable. RSLU retains the right to increase the required payments at any time upon two months notice to the Customer.

**Title and identification of tank**

(a) **Title and Security Interest --.** RSLU retains title to and ownership of the Tank until complete performance of the Customer's obligations under this Agreement and the Customer exercising and paying for any purchase option herein granted in respect of the Tank. In order to secure such performance, the Customer and RSLU agree that a security interest in the Tank shall be attached to each item of the Tank on its delivery. The Customer agrees to sign and execute at any time alone or with the RSLU any financing statements or other documents which the RSLU deems reasonably necessary to protect and continue the RSLU's title and security interest under this Agreement. RSLU is also granted an irrevocable power of attorney to execute such financing statements or other documents on the Customer's behalf. The Customer shall indemnify RSLU against any and all assertions of interest or claims by third parties that would jeopardize RSLU's security interest. When all the Customer's promises and obligations have been fully paid and satisfied, RSLU security interest shall terminate and RSLU shall provide the Customer with such documentary evidence thereof as the Customer shall reasonably require and prepare at its own expense.

(b) RSLU may mark the Tank to conspicuously indicate that it remains owner of it and the Customer shall not permit that marking to be obscured, removed or defaced nor shall it permit conflicting marks to be made.

Without prior written consent of RSLU, the Customer may not make: (a) any alteration, modification, connection, disconnection, improvement or adjustment of any kind to Tank or any accessory or addition thereof; or (b) use of the Tank other than for the purpose of heating hot water for domestic purposes. **Notwithstanding the foregoing, the Customer acknowledges that O Reg 23/04 requires the installation of an anti-scald device and the Customer, by their signature and by accepting the tank, agrees to comply with O. Reg 23/04 and any subsequent regulations and hereby agrees to indemnify and save harmless RSLU, its employees, officers and agents from any claim arising from the Customer's failure to comply.**

\_\_\_\_\_  
 Customer's initials