



Perth-Andover Electric Light Commission

Heat Pump Rental, Installation, and Service Contract

Account Number _____

Customer Name _____ Phone Number _____

Service Address _____ (the "Premises")

Serial # _____

Model # _____

Size (BTU) _____

Rental Rate: \$ _____ Date _____

I/We confirm that I/we are the registered owner(s) of the Premises and agree that the conditions below and reverse sided hereof shall form part of the contract and that I/we will observe and perform the said conditions accordingly.

I/We acknowledge receipt of the manufacturer's manual. ____/____ initial

Dated this _____ day of _____, 20____

Customer Witness (Installer) Accepted for the Commission

CONDITIONS

1. **Rental.** The Customer rents from P-A Light Commission and P-A Light Commission rents to the Customer the heat pump model identified above. The heat pump is rented to supply heating and cooling services at the premises identified above and is comprised of the following: an exterior condenser unit; an interior evaporator unit; a line set connecting the two; wiring and a remote control (the "Equipment").

P-A Light Commission reserves the right to refuse to rent the Equipment where: i) the proposed installation site is unsafe and/or impractical; ii) P-A Light Commission determines, at its own discretion, that the Customer has an unacceptable payment history with P-A Light Commission; iii) where the Equipment is to be the only source of heating in the Premises; or iv) the rental is otherwise unacceptable to P-A Light Commission.

2. **Installation.** A subcontractor of P-A Light Commission ("Installer") will provide all labor and materials for installation of the Equipment. (a) The Installer shall meet with the Customer to inspect the Premises and to determine the adequacy of the electrical panel and to ensure the Equipment can be installed no further than 15ft between the exterior condenser and the interior evaporator unit. The installation will include 15ft of piping between units and 25ft of wiring to the electric panel. Any modifications to the Premises or additional materials required for installation of the Equipment or additional aftermarket goods shall be the sole responsibility of the Customer. (b) The Customer acknowledges that the Equipment must be installed as directed by the Manufacturer and will require the installation of piping extending from the interior to

the exterior of the Premises. By accepting installation of the Equipment, the Customer hereby agrees that P-A Light Commission shall not be liable for any damages of any kind whatsoever caused directly or indirectly by the installation of the Equipment or resulting modification to the Premises.

3. Maintenance, Repair and/or Replacement. P-A Light Commission or the Installer will provide a maintenance plan for the Equipment:

Year 1 – Inspection & Maintenance

Year 3 – Inspection, Maintenance, and Indoor Unit Cleaning

Year 5 – Inspection, Maintenance, and Indoor Unit & Outdoor Unit Cleaning

Year 7 – Inspection, Maintenance, and Indoor Unit Cleaning

Year 9 – Inspection, Maintenance, and Indoor Unit & Outdoor Unit Cleaning

Year 11 – Inspection, Maintenance, and Indoor Unit Cleaning

Year 13 – Inspection, Maintenance, and Indoor Unit & Outdoor Unit Cleaning

Year 15 – Inspection, Maintenance, and Indoor Unit Cleaning

If additional cleanings need to be completed, this will be 100% paid for by the customer requesting the cleaning. **If customer would like to use a technician not employed by the P-A Light Commission service provider, they MUST FIRST GET APPROVAL FROM THE P-A LIGHT COMMISSION.** Failure to get approval will be considered a breach of this Agreement.

The Customer will promptly notify P-A Light Commission if other maintenance or repair of the Equipment is needed, particularly as described in Paragraph 5 below. Following such notice, and within a reasonable time, an Installer will make necessary repairs, or replacement, if necessary, during regular service hours. The cost for the repair(s) shall be the responsibility of P-A Light Commission or the Installer unless repairs or replacement are due to: a) damage or other equipment failure due to causes beyond P-A Light Commission's control including, but not limited to, repairs necessary due to operator negligence, breach of this Agreement, the failure to maintain the Equipment according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, acts of war or acts of nature; b) any modifications or alterations to the Equipment; or c) any defect in materials, suitability, workmanship or design of the materials associated with the Equipment that were not provided for or installed by P-A Light Commission or the Installer under this contract. In no event shall P-A Light Commission be responsible for the repair or maintenance of any wiring, piping, siting, support, foundation, covers or any other matter that was not a part of P-A Light Commission's installation of the Equipment.

4. Access and Care. (a) The Customer will provide reasonable access to the Equipment, including access to the internal evaporator unit for P-A Light Commission's annual maintenance, to P-A Light Commission, its Installers, representatives, employees and agents for necessary maintenance, repair, removal and exchange. (b) The Customer shall not permit removal, relocation, alterations, or repair of or tampering with the Equipment without the written permission of P-A Light Commission, except for repairs in case of emergency when it is impossible or impracticable to obtain permission. P-A Light Commission must be notified after any emergency repairs have been made.

5. Customer Responsibilities. The Customer acknowledges receipt of the manufacturer's manual provided by the Installer (the "Manual") and the Customer agrees to: (a) read the Manual and maintain the Equipment as explained in the Manual; (b) keep the exterior condenser unit, and the area above, below and around the exterior condenser unit, free of debris, ice, snow, vegetation, or other material that could impede airflow through and around the Equipment; (c) promptly call P-A Light Commission or the Installer regarding operating system issues that cannot be resolved by the Customer using the troubleshooting section of the Manual or in the event of a malfunction such as a burning smell, or leakage of refrigerant; and (d) maintain effective operation of the backup heating system(s) in the Premises.

6. Monthly Rental Payment. The Customer shall pay P-A Light Commission rent for the use of the Equipment and the maintenance and repair services in the amount of \$[_____ + HST] per month (the "Rental Payment"). The Customer's first Rental Payment is due on the due date of the Customer's first P-A Light Commission utility bill after installation of the Equipment. The monthly rental rate will not increase for 8 years from the start date of the rental. After the 8 year period, the P-A Light Commission reserves the right to increase or decrease the Rental Payment.

7. Rental Period. This Rental Agreement shall commence on the date specified above and shall continue until such time as termination by either P-A Light Commission (paragraph 8) or by the Customer (paragraph 9).

8. Termination. P-A Light Commission may terminate this Rental Agreement for the Customer's failure to comply with any provision of this Rental Agreement including the failure to pay the Rental Payment when due. Upon termination, P-A Light Commission has the right, but not the obligation, to disconnect the Equipment, remove the Equipment and/or pursue any other remedies at law. P-A Light Commission's failure to exercise these rights is not a waiver of default or any future default. Upon an event of termination by P-A Light Commission, the Customer shall pay the applicable termination fee set out in paragraph 9.

9. Request for Removal and Termination Fees. The Customer has an option to cease renting the Equipment upon sixty (60) days' notice to P-A Light Commission and the payment of the following amounts:

i) all payments which were due or overdue at the time of termination; ii) the termination fee as outlined in Appendix A; iii) a removal and disposition fee in the amount of \$[250.00 + HST] representing the actual cost of removal and disposal of the Equipment (the "Removal Fee"); iv) the cost for any repair or replacement due to negligence.

10. Customer Obligation on Removal. Upon an event of termination, or upon a request by the Customer for removal of the Equipment in accordance with paragraph 9, the Customer shall arrange for the admittance of P-A Light Commission employee or agents or an Installer to the Premises for the purpose of removing the Equipment. Any holes on the interior walls will be capped with an interior grade cap; no repairs to interior or exterior surfaces will be made following removal of the Equipment. P-A Light Commission shall not remove the line set connecting the exterior condenser unit and the interior evaporator unit.

11. Ownership of Equipment. The Equipment on the Premises of the Customer shall be and remain the property of P-A Light Commission and shall not be or become fixtures and/or part of the said Premises of the Customer; the Equipment shall not form or be part of any security or be encumbered under any mortgage, charge, lien, or other encumbrance of any kind or nature whatsoever of the Premises of the Customer or of anything therein contained; nor shall the Equipment of P-A Light Commission be liable to be seized for arrears or taxes, or under execution, bankruptcy proceeding or other legal process against the Customer.

12. Liability. P-A Light Commission shall not be liable for any direct, indirect, special or consequential damages to any persons or property resulting from or arising out of any installation, use, repair, delay in repairing, replacement, modification or removal of the Equipment, including, without limitation, any damages caused by water leakage, or in connection with P-A Light Commission's supply of electricity to the Customer (including any interruption or disconnection thereof), and the Customer hereby agrees that his or her sole remedy is the repair and maintenance by P-A Light Commission of the Equipment as provided herein.

13. Warranties. Except as expressly stated herein, or as provided by the manufacturer in the Manual, to the extent permitted by law, P-A Light Commission expressly waives any and all warranties, express or implied, including the warranty of merchantability and fitness for a particular purpose.

14. Indemnification. The Customer shall indemnify and hold harmless P-A Light Commission for any injury or damage to any persons or property, including the Equipment, arising from the installation or use of the Equipment and/or caused by any breach of this Agreement by the Customer or by the negligence of the Customer or of his or her household members, agents servants, employees, tenants, licensees, invitees, or independent contractors. The Customer shall not permit the

removal, relocation, tampering with, alteration, modification or repairing of the Equipment or the removal or defacing of the nameplate identifying the Equipment as the property of P-A Light Commission.

15. **Insurance.** During the entire term of rental, the Customer shall maintain property insurance on the property where the Equipment is installed. In the event that Equipment is damaged or destroyed, the Customer agrees it shall pay to P-A Light Commission the termination fee in accordance with paragraph 9.

16. **Sale of Premises.** A sale of the premises where the Equipment is installed shall be considered an Early Termination as set forth in paragraph 9 unless the Customer arranges for the new owner to assume all of the Customer's rights and obligations under this Agreement. The Customer shall notify P-A Light Commission of any sale or transfer of the premises fourteen (14) days in advance of said sale. New owner must meet all credit requirements to be eligible for transfer. The Customer consents to the disclosure of this executed Agreement to the new owner.

17. **Binding Effect.** This Rental Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, legal representations, administrators, successors and assigns. The Customer agrees that no affirmation, representation or warranty by any agent, employee, or representative of P-A Light Commission or the Installers shall bind P-A Light Commission or be enforceable by the Customer unless it is specifically included in this Agreement. This agreement may not be waived, altered or modified except by written agreement of both of the parties. This Rental Agreement contains the entire Agreement between the parties.

TERMS AND CONDITIONS FOR MAINTENANCE AND WARRANTIES: Please see Homeowner's Manual attached

I/We have read the forgoing terms ____/____ place bottom of all pages

Appendix A: Fee schedule for Termination with Removal of Equipment

As per Paragraph 9 any request for Termination with Removal will require a termination fee to be paid. The termination fee is determined by the months the Equipment has been installed.

<u>Months</u>	<u>Fee</u>	<u>Months</u>	<u>Fee</u>	<u>Months</u>	<u>Fee</u>
1	\$1,651	49	\$1,160	97	\$669
2	\$1,641	50	\$1,150	98	\$659
3	\$1,630	51	\$1,140	99	\$649
4	\$1,620	52	\$1,129	100	\$639
5	\$1,610	53	\$1,119	101	\$629
6	\$1,600	54	\$1,109	102	\$618
7	\$1,589	55	\$1,099	103	\$608
8	\$1,579	56	\$1,089	104	\$598
9	\$1,569	57	\$1,078	105	\$588
10	\$1,559	58	\$1,068	106	\$577
11	\$1,549	59	\$1,058	107	\$567
12	\$1,538	60	\$1,048	108	\$557
13	\$1,528	61	\$1,037	109	\$547
14	\$1,518	62	\$1,027	110	\$537
15	\$1,508	63	\$1,017	111	\$526
16	\$1,497	64	\$1,007	112	\$516
17	\$1,487	65	\$997	113	\$506
18	\$1,477	66	\$986	114	\$496
19	\$1,467	67	\$976	115	\$485
20	\$1,457	68	\$966	116	\$475
21	\$1,446	69	\$956	117	\$465
22	\$1,436	70	\$945	118	\$455
23	\$1,426	71	\$935	119	\$445
24	\$1,416	72	\$925	120	\$434
25	\$1,405	73	\$915	121	\$424
26	\$1,395	74	\$905	122	\$414
27	\$1,385	75	\$894	123	\$404
28	\$1,375	76	\$884	124	\$393
29	\$1,365	77	\$874	125	\$383
30	\$1,354	78	\$864	126	\$373
31	\$1,344	79	\$853	127	\$363
32	\$1,334	80	\$843	128	\$353
33	\$1,324	81	\$833	129	\$342
34	\$1,313	82	\$823	130	\$332
35	\$1,303	83	\$813	131	\$322
36	\$1,293	84	\$802	132	\$312
37	\$1,283	85	\$792	133	\$286
38	\$1,273	86	\$782	134	\$260
39	\$1,262	87	\$772	135	\$233
40	\$1,252	88	\$761	136	\$207
41	\$1,242	89	\$751	137	\$181
42	\$1,232	90	\$741	138	\$155
43	\$1,221	91	\$731	139	\$129
44	\$1,211	92	\$721	140	\$103
45	\$1,201	93	\$710	141	\$77
46	\$1,191	94	\$700	142	\$51
47	\$1,181	95	\$690	143	\$25
48	\$1,170	96	\$680	144	\$0