

IMPORTANT: What You Need to Know About Your Legal Rights

Please read, and if you sign a contract, keep all paperwork for your records. Companies are required by law to provide this cover page with contracts for the products and services listed below.

The Government of Ontario is not affiliated with and does not endorse any company

Under Ontario’s Consumer Protection Act, 2002 unsolicited door-to-door marketing and contracting for the following products and services are illegal, subject to certain exceptions.

- Furnaces
 - Air conditioners
 - Air cleaners
 - Air purifiers
 - Water heaters
 - Water treatment devices
- Water purifiers
 - Water filters
 - Water softeners
 - Duct cleaning services
 - Bundles of these goods and services (such as HVAC)

Suppliers cannot market or contract for these products or services at your home unless one of the situations applies (please check the appropriate box):

☐ You contacted the supplier to invite them to your home to buy or lease at least one of the products above (not for repair, an energy assessment, maintenance, or any other reason).

You agreed to allow your current supplier to come to your home and agreed they may offer you a contract for one of the products or services listed above.

You may cancel this contract within 10 days after receiving a written copy of it. You do not need a reason to cancel, but cancel it in writing so you have proof.

Name of company offering this contract: _____

For what purpose did you ask this business to come to your home?

If you did not invite this salesperson to your home for the purpose of buying or leasing the goods or services listed above, this contract may be void and you may be able to keep the goods or services without any obligations.

IMPORTANT: Suppliers may register a security interest (commonly known as a lien) on the goods that you are acquiring, and they may also register a notice of security interest on the title to your home.

Before you sign, please review your contract. Ask your supplier if the company will register a security interest. This could have legal or financial implications should you decide to cancel the contract early, secure financing, or sell your home. In these circumstances, seeking the advice of a lawyer is recommended.

Your name (please print) _____

Your signature _____ Date _____



CONSUMER
PROTECTION
ONTARIO

January 16, 2018

If you have questions about your rights as a consumer or what should be included in your contract, call Consumer Protection Ontario before signing:

416-326-8800 or 1-800-889-9768/TTY: 416-229-6086 or 1-877-666-6545
Ontario.ca/consumer-protection

CUSTOMER INFORMATION			
Customer Name		Installation Date	Date of Agreement
Service Address: Number, Street Name, Unit Number		City	Province
Postal Code	Customer Email Address		
Water Heater Model	Serial Number	Current Calendar Year Rental Rate	
Service Experts Sales Representative	Service Experts Employee who Solicited the Customer	Service Experts Employee who Negotiated this Agreement	
Authorized Service Experts Signature: _____		Address where Agreement was entered into (if different from above address)	
Printed Name: _____			
Technical Requirements Related to Use of the Equipment			
Current Agreement Date _____ Current Agreement Expiry Date _____	Related agreements entered into on the same date	Is the Lessee leasing a prescribed good from another supplier: ____ Yes ____ No If Yes, Name of other supplier _____ Serial Number of other equipment _____ (please insert Lessee or Service Experts as appropriate) (Lessee if blank) Is responsible for any costs payable to previous supplier associated with removal.	

RESIDENTIAL RENTAL WATER HEATER DISCLOSURE

Each payment under the Agreement is \$_____ per month [(subject to an annual price increase of up to CPI plus 2%)]. The total amount payable under this Agreement is \$_____. The estimated retail price of the Equipment is \$_____, which excludes all costs of ownership, including maintenance, parts and labour costs related to repairs or servicing, implicit financing costs and environmental charges for refrigerant recovery, as applicable. The total amount payable under this Agreement assumes an average useful life of \$_____ years for the Equipment [and an annual price increase of \$_____ %]. The following additional charges may also apply under this Agreement: late payment charges of 1.5% per month or 18% per year (for an effective rate of 19.56% per year), non-sufficient funds charge of \$25, a paper bill charge (if applicable) of \$_____, a removal and disposal charge of \$_____, and (if applicable the additional following charges (if blank, then “none”):_____

See “Terms and Conditions” for a statement of your rights under the Consumer Protection Act.

TERMS AND CONDITIONS

1. Commitment. “Our”, “us” “we” or “Service Experts” means SE Canada Inc. Our commitment to you, our rental customer, (“you”, “your” or “customer”) is to provide you with a water heater in accordance with this Residential Water Heater Rental Agreement , including the cover page(s) (the “Agreement”). The water heater (“Water Heater”) you rent from us, as set out above, is backed by Service Experts to the extent provided in this Agreement.

2. Term. The term of this Agreement commences on the date you agreed to this Agreement (as indicated above) and ends (i) if this Agreement is terminated by you or us in accordance with its terms (which includes you exercising your buyout option) or (ii) when the useful life of the Water Heater has ended. The useful life of the Water Heater ends when Service Experts or its authorized service provider determines, having regard to the relevant factors, including without limitation, the age of the Water Heater and the cost of any repairs to be made to the Water Heater, that it is no longer commercially reasonable to repair the Water Heater. You do not have any right to subsequently request a different water heater than the one you rent from us under this Agreement.

3. Our Obligation to You. We will service and repair the Water Heater with no service charges or parts replacement charges except in the following circumstances: (a) if you (or a third party not authorized by us) alter, modify, adjust, damage, service, repair, move or disconnect, the Water Heater; (b) if service or repairs to the Water Heater are necessary because the Water Heater was used for an unintended or unauthorized purpose, including non-residential purposes;(c) unless you are paying our hard water rental rate, if the Water Heater requires de-liming, flushing or other repair due to water conditions or the quality of the environment in which the Water Heater is situated. For greater certainty, Service Experts determines hard water conditions. In such situations, we cover only diagnostic work; (d) where venting, piping, wiring, plumbing, ducting and/or electric services requires cleaning, repair, replacement or installation, including to meet applicable laws or installation requirements; (e) where re-setting is required due to FVIR “lock-out” as described below herein; (f) if you fail to maintain the Water Heater in accordance with the requirements set out herein; (g) for service charges or parts replacement related to the use of load control devices, peak savings, load timers and all other energy saving devices; or (h) if you fail to notify us as described herein. Should you require assistance, our 24-hour per day, 7 days per week emergency phone number is 1-866-397-3787. Should we update this phone number, the updated number can be found on the Service Experts website at www.serviceexperts.ca.

4. Customer Obligations. In return for fulfilling our obligations to you, you agree that:(a) The rate on the date of this Agreement for your monthly rental charge is indicated above. You will be responsible for paying rental charges from the date the Water Heater is installed (as indicated above) or, if you purchased the premises after the Water Heater was installed, from the closing date of the purchase. We may increase our rental rates on July 1 of each calendar year by a percentage up to the percentage increase to CPI plus 2%. For the purposes of this Agreement, “CPI” means the All-Items Consumer Price Index (not seasonally adjusted) for Ontario or the equivalent thereof, or any comparable successor index thereof, published by Statistics Canada in October in respect of the immediately preceding September to September period, or by any other equivalent or duly authorized department of the Government of Canada (for clarity, the Consumer Price Index in Canada is expressed in terms of 2002 = 100). We will notify you of any such rental rate increases in advance in bill inserts, by letter, by email or by any method permitted by law. (b) You will pay your charges billed under this Agreement when due. You agree to pay HST and any other taxes payable in connection with this Agreement. Your charges may be included on your utility bill, or we may choose to bill you separately or through our service provider. Acceptable methods of payment will be set out on the bill you receive. Should any payment be returned for non-sufficient funds (“NSF”), you agree to pay a NSF charge of \$25. A late payment charge will apply to all overdue amounts on your bill, including applicable federal and provincial taxes. The rate for late payment charges is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your bill is due on the date indicated on the bill; (c) If you are billed directly by us or our service provider, unless otherwise specified by you, we will email your monthly bill to the email address provided by you. In the event that no email address is provided by you or you notify us that you wish to receive your bill by mail, we will mail your bill to the Service Address or the mailing address, in the event a mailing address is provided by you. You may be subject to a paper bill charge in the event you wish to receive your bill by mail. If your charges are included on your Enbridge Gas Distribution (“EGD”) bill) – A late payment charge will apply to all overdue amounts on your EGD bill, including applicable federal and provincial taxes. The late payment charge will be calculated and applied as approved by the Ontario Energy Board (“OEB”). The current OEB-approved late payment rate is 1.5% per month or 18% per year (for an effective rate of 19.56% per year). Your EGD bill is due when you receive it, which is considered to be three days after the bill date. If you do not pay your bill in full by the late payment effective date on the first page of your EGD bill, a late payment charge equal to the late payment rate multiplied by a total of all unpaid charges will be added to your EGD bill; (d) You will provide us with timely access to the Water Heater whenever required by us to perform our obligations or exercise our rights under this Agreement; (e) You will use the Water Heater safely and responsibly. In particular, you will: (1) maintain effective operation of any plumbing and pumping systems supplying water to the Water Heater; (2) ensure that no combustible, hazardous or flammable materials are used or stored in the same room as, or near, the Water Heater; (3) ensure that the Water Heater is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation; (4) provide us with access to the Water Heater whenever reasonably required for purposes of inspection, repair, maintenance or removal; (5) inspect the area around the Water Heater on a regular basis for any sign of water leakage; (6) contact us for service if you see any sign of carbon or rust on the bottom or sides of the Water Heater or any signs of water leakage; (7) ensure that the Water Heater is located in an area with sufficient drainage in the vicinity, and that the drainage is open, unrestricted and effective; (8) if the Water Heater is gas-fired, ensure that the vents and openings for combustion air are kept clear and clean and otherwise well-maintained and there is adequate ventilation; and (9) not permit anyone who has not been authorized by us to service, repair, modify, alter, adjust, move or disconnect the Water Heater; (f) If the Water Heater is gas-fired, you are required, as the user of the Water Heater, under law to ensure that it is maintained in a safe operating condition (Ontario regulation 212/01 Section 15). In the event that a service or repair is required please call 1-866-397-3787; (g) You agree that: (1) 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; (2) during the term of this Agreement, the Water Heater remains our property, does not become a fixture, and you will not tamper with any tag(s) or sticker(s) identifying the Water Heater as rented equipment or that it is owned by us; (3) we may inquire about your credit history and, if necessary, use the personal information you have provided to us to do so. For greater certainty, you authorize any credit reporting agency to give us credit or other personal information about you from time to time during the term of this Agreement. You can withdraw this authorization at any time. If you do or we are not satisfied with the results of any credit check, we may end this Agreement and the provisions of “Termination” will apply; (4) you will promptly inform us of any change in your: (i) mailing address; and/or (ii) if previously provided, bank account or credit card information; (5) this Agreement is binding upon and will endure to your heirs, personal representatives, successors and permitted assigns; and (6) we may register, at your expense, our interest in the Water Heater against you and/or against title to the premises. To the extent permitted by law, you agree to waive any right to receive a copy of such registration and appoint us as your lawful attorney for the purpose of doing any such registrations. You agree that the Water Heater will remain personal property even though it may become affixed to the premises. You agree to keep the Water Heater free of all liens, security interests, mortgages and other claims. (h) If you sell or otherwise transfer the premises, you are required to inform the transferee, at or before the effective date of the sale or transfer, of the existence of this Agreement and the rental Water Heater installed in the premises. We will permit the transferee to assume your rights and obligations under this Agreement, effective from the date of sale or transfer; provided that: (1) you or your representative notify the transferee in the sale or transfer agreement that the Water Heater is rented and is subject to this Agreement; (2) you or your representative advise us in advance of the transferee’s name and the intended date of sale or transfer; (3) you or your representative advise us in advance of the address and telephone number where you can be contacted after the date of sale or transfer; (4) the transferee agrees in writing or by conduct to assume your obligations under this Agreement; and (5) you have paid us all amounts owing under this Agreement. Unless and until these conditions are satisfied, or unless Service Experts otherwise waives any or all of these conditions, which we are under no obligation to do, you will remain responsible for the Water Heater rental and your obligations under this Agreement, including making all rental payments. You hereby authorize us to respond to information requests relating to your account made by or on behalf of the transferee.

5. Customer Advisory. The Water Heater may be equipped with flammable vapour ignition resistant (“FVIR”) technology. Service Experts encourages you to read the Water Heater Use & Care Manual provided to you upon or after installation of the Water Heater. Certain activities such as, without limitation, painting or using solvents could cause the FVIR technology to “lockout” the Water Heater causing it to no longer function until reset by a qualified service technician. Resetting the Water Heater caused by FVIR “lockout” is not covered by Service Experts under this Agreement and, if applicable, you will be charged for both parts and labour at our then current rates.

6. Warranties and Liability. We make no representations, warranties or conditions as to the performance of the Water Heater except for those which are given by statute and which you cannot waive and except any express warranties provided by the manufacturer of the Water Heater, except as provided below. Subject to you carrying-out your obligations under this Agreement (including those under “Customer Obligations”) and subject to the limitations set out under “Liability”, we hereby warrant that the Water Heater will work for the term of this Agreement. We are not the manufacturer of the Water Heater and we are not making any warranty or guarantee in respect of it, the supplier or the manufacturer of the Water Heater, including whether the Water Heater is suitable for you, except as provided above. Any warranties or guarantees provided under applicable legislation are hereby excluded to the extent permitted by law. Except as otherwise expressly provided in this Agreement, we will not be liable for any loss, damage or injury of any type (including as a result of water leakage or any electrical or natural gas related events) arising out of or related to this Agreement or caused or contributed to in any way by the supply, installation, use and/or operation of the Water Heater. We shall not be responsible for any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If we are unable to perform any of our obligations under this Agreement because of circumstances, or events beyond our control, we shall be excused from the performance of such obligations for the duration of such circumstances or events and we shall not be liable to you for such failure to perform.

7. Indemnity and Insurance. You will indemnify us from all claims, losses and costs that we may suffer or pay or may be required to pay, including legal expenses, in connection with this Agreement, including its termination or enforcement, or the supply, use and/or operation of the Water Heater including any claims against us for any injury or death to individuals or damage to property, including from your negligence or misuse of the Water Heater. This obligation survives the termination of this Agreement for any reason. During the term of this Agreement, you are responsible for any loss or damage to the Water Heater from any cause, whether or not insured, until all of your obligations under this Agreement have been fulfilled.

8. Personal Information About You. We collect personal information about you in order to establish and manage our, and our authorized service provider’s, business relationship with you. We won’t knowingly share this information with third parties without your permission, other than to service providers, parties that provide us with credit information, parties to whom we transfer, assign, encumber or otherwise dispose of this Agreement or the Equipment or otherwise in accordance with our Privacy Policy which is available at www.serviceexperts.ca or can be obtained from our Privacy Officer. You hereby: (i) consent to the collection, use, disclosure and maintenance of personal information and to receiving commercial electronic messages and promotional offers (such as tips to help you run your home or place of business more efficiently and reliably, special money-saving offers available to our customers and news about products and services that may be of interest to you) in accordance with the terms of our Privacy Policy (you may opt out at any time by contacting our Privacy Officer using the information below); (ii) authorize us to use and disclose your personal information to: verify your identity when you request information about your account by telephone or email; bill, collect payment, manage your account and/or supply services to you under this Agreement; review information about your bill payments; provide to our authorized technicians and other companies that provide service under this Agreement; comply with law enforcement and/or a legal requirement; process past due accounts of yours which have been passed to a debt collection agency; and undertake a credit reference check and we agree that the results thereof, any other personal information provided by or about you shall be handled by us in accordance with applicable laws and the Privacy Policy; and (iii) if your Water Heater is billed by your gas utility, you authorize your gas utility to provide us with any information about your Water Heater, including charges and payment information. We may record our telephone conversations with you and disclose the recordings to achieve the purposes set out in this section.

You may contact our Privacy Officer to discuss any questions or concerns related to the Privacy Policy, how your information is being handled, or to request that your personal information be revised or removed from our promotional list by telephone at: ■, 866-397-3787, or by e-mail at: ■, CustomerCare@ServiceExperts.com.

9. Termination. (A) If you fail to meet any of your obligations (including payment obligations) set out in this Agreement, you agree that we may terminate this Agreement and bill you for the applicable buyout price and/or the other terms set out below. You agree to pay the buyout price when invoiced by us. (B) Your sole method of terminating this Agreement prior to the end of the useful life of the Water Heater is to purchase the Water Heater for a price calculated in accordance with the buyout Schedule set out below. You may purchase the Water Heater at any time for a buyout price that reflects, among other things, the unpaid cost of the Water Heater and related installation, finance and servicing costs, which buyout price can be found on our website. You can also confirm the buyout price by calling a Service Experts Rental Specialist at 1-866-397-3787. You may exercise your buyout option by notifying us in writing or by calling a Service Experts Rental Specialist at 1-866-397-3787. When you exercise your buyout option, you accept the Water Heater in an “as-is” condition, subject to the balance of any transferable manufacturer’s warranty, and you assume full responsibility for the Water Heater and its repair and maintenance. You also agree to pay the buyout price when invoiced by us. Once payment has been received for the buyout price, and no other amounts are outstanding pursuant to this Agreement, this Agreement will end for the Water Heater and, as set out more particularly below, you will have no further obligation to pay rent and we will have no further obligation to you. (C) At the end of this Agreement (for whatever reason): (1) you are not obligated to rent and we are not obligated to supply replacement equipment (including a water heater), unless we mutually agree at the time and enter into a new water heater rental agreement; (2) Service Experts is not responsible for replacing the Water Heater or re-connecting any ancillary or other equipment including without limitation venting, piping, plumbing, wiring, ducting, and/or electrical services; (3) if the Water Heater has reached the end of its useful life and we are not installing a replacement Water Heater, you shall at such time own the Water Heater, and if you wish for us to disconnect and/or dispose of the Water Heater, you must contact us by calling 1-866-397-3787 to or manner to you.

10. Miscellaneous. The Water Heater is neither used nor reconditioned. We may transfer, assign, encumber or otherwise dispose of all or any part of our interest in this Agreement and/or the Water Heater to another party at any time without notice to you and without your permission. 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. Except as otherwise provided in this Agreement, you may not transfer, assign or encumber all or part of your interest in this Agreement or the Water Heater without our prior written consent. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, such provision shall be severed and the remainder of this Agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent of this Agreement. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein. You understand that this Agreement is the entire agreement between you and us and supercedes all prior agreements, understandings or discussions, whether oral or written, and there are no warranties, representations or other agreements except as specifically set out in this Agreement. This Agreement may be amended from time to time by us by notice in bill inserts, by letter, by email or by any method permitted by law in which case you will have the option to not accept such amendment and retain this Agreement unchanged.

11. How to Contact Us. You may contact us as follows:
Rental Group
CustomerCare@ServiceExperts.com
866-397-3787

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

If we do not make delivery within 30 days after the delivery date specified in this Agreement or if we do not begin performance of our 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 we do 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 Government and Consumer Services.

To cancel this agreement, you must give notice of cancellation to us, 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, we have 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 us and having requested that delivery be made or performance be commenced within ten (10) days after the date this Agreement is entered into, we are 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 us, except goods that can be repossessed by or returned to us.

If we request in writing repossession of any goods that came into your possession under the Agreement, you must return the goods to our address, or allow us or a person designated in writing by us to repossess the goods at your address.

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:

- We repossess the goods.
- We have been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the Agreement was cancelled.
- You return the goods.
- We direct you in writing to destroy the goods and you do so in accordance with our instructions.

BUYOUT SCHEDULE													
Age of Tank	CV40	CV50	PV40 67% ES	PV50 67% ES	PV75 67% ES	PD40 67% ES	EL30 54% ES	EL40 67% ES	EL60 67% ES	Tankless (RL75IN)	Tankless (RL94IN)	Tankless (RUC98IN)	
0 to 1 yrs old	\$1,199	\$1,499	\$1,799	\$1,899	\$2,899	\$2,599	\$799	\$899	\$3,450	\$4,150	\$3,590	\$6,050	
1 to 2 yrs old	\$1,147	\$1,434	\$1,722	\$1,817	\$2,774	\$2,487	\$765	\$860	\$3,302	\$3,971	\$3,436	\$5,790	
2 to 3 yrs old	\$1,093	\$1,366	\$1,640	\$1,731	\$2,642	\$2,369	\$728	\$819	\$3,144	\$3,782	\$3,272	\$5,514	
3 to 4 yrs old	\$1,035	\$1,294	\$1,553	\$1,639	\$2,502	\$2,243	\$690	\$776	\$2,977	\$3,582	\$3,098	\$5,221	
4 to 5 yrs old	\$973	\$1,217	\$1,460	\$1,542	\$2,353	\$2,110	\$649	\$730	\$2,801	\$3,369	\$2,914	\$4,911	
5 to 6 yrs old	\$908	\$1,136	\$1,363	\$1,439	\$2,196	\$1,969	\$605	\$681	\$2,613	\$3,144	\$2,719	\$4,583	
6 to 7 yrs old	\$839	\$1,049	\$1,259	\$1,329	\$2,029	\$1,819	\$559	\$629	\$2,415	\$2,905	\$2,513	\$4,235	
7 to 8 yrs old	\$766	\$958	\$1,150	\$1,213	\$1,852	\$1,661	\$511	\$574	\$2,205	\$2,652	\$2,294	\$3,866	
8 to 9 yrs old	\$689	\$861	\$1,033	\$1,091	\$1,665	\$1,493	\$459	\$516	\$1,982	\$2,384	\$2,062	\$3,475	
9 to 10 yrs old	\$607	\$758	\$910	\$961	\$1,467	\$1,315	\$404	\$455	\$1,745	\$2,100	\$1,816	\$3,061	
10 to 11 yrs old	\$520	\$650	\$780	\$823	\$1,256	\$1,126	\$346	\$390	\$1,495	\$1,798	\$1,556	\$2,622	
11 to 12 yrs old	\$427	\$534	\$641	\$677	\$1,033	\$926	\$285	\$320	\$1,230	\$1,479	\$1,280	\$2,156	
12 to 13 yrs old	\$330	\$412	\$495	\$522	\$797	\$715	\$220	\$247	\$949	\$1,411	\$987	\$1,663	
13 to 14 yrs old	\$226	\$283	\$339	\$358	\$547	\$490	\$151	\$170	\$651	\$783	\$677	\$1,141	
14 to 15 yrs old	\$116	\$145	\$175	\$184	\$281	\$252	\$100	\$100	\$335	\$403	\$348	\$587	
15+ yrs old	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	

All tank sizes in U.S.Gallons, except for electric tanks which are in imperial gallons. 1 U.S. Gallon = 0.8327 Imperial Gallons = 3.7854 Litres.