

204.988.4575

Unit 1 - 1555 Dublin Avenue Winnipeg, MB R3E 3M8

RESIDENTIAL HVAC RENTAL CONTRACT

PLUMBING AS	ervice Experts Compa	ny Win	inipegSupply.co	om					PLEASE PRINT	
Sales Representative:			1	Telephone N	lumber:			Credit Approval Nun	nber:	
Core Equipment Type:			'		C	Sustomer Email A	\ddress:			
☐ Heating ☐ Air Conditioning	☐ Other (specify)									
Lessee is: Owner Dr Mr Mrs M	liss Ms (Please Circle	e) G	Given Name:		Middle N	lame:		Surname or Corporat	e Name:	
Installation Address: Number, Street Name, Unit Number			Town or City:		Province:	Postal Code	:	Tel/Fax Number:		
Mailing Address: (If different from above) Number, Street Name, Unit Number, Unit N			Town or City:		Province:	Postal Code	stal Code: Tel/Fax Nu		Number:	
Equipment Replace: Gas Gold Electric N/A		Installation Date:			Total Insta	lled Cost	(excl. taxes):			
Preferred delivery and installation date (D	elivery and installation	on onspecified da	ate if possible):							
Equipment Quantity		Manufacturer			Model Number			Serial Number Mo Rental (excl.		
1.										
2.										
3.										
4.										
5.										
schedule attached hereto (all of which is co may not terminate before the expiration of Agreement may be terminated by Service E below is required to be signed by the owner to install and, if necessary, remove the Equi	the "Useful Life" of experts if the section l (s) of the Premises, th	the Equipment e below, if required	xcept as provided I to be signed by	d for in this the owner(s Agreement s) of the Pre	. The Lessee m mises, is not co	ay buy-ou mpleted a	it the Equipment as s nd/or signed by the o	pecified herein. This wner(s). If the section	
Lessee's Name (Please print full legal i	Authorized Less	Authorized Lessee Signature:			Print Na Name:	Print Name and Title (If Lessee is a Corporation) Name:				
	(I have authority to bind the Lessee)				Title:					
Date Agreement Signed (Y/M/D):	Authorized Serv	Authorized Service Experts Signature:				Lessee's: Date of Birth: Y M D				
Credit Information: By signing above, y Agreement. You also authorize any cre You can withdraw this authorization at we are not satisfied with the results of	dit reporting ageno any time. If you do	cy to give us cre o, we may end	edit or other per this Agreement	nal informarsonal info	rmation ab	out you from t	ime-to-ti	me during the term	of this Agreement.	
See the Terms	and Condition	ns for a stat	tement of v	our rial	nts unde	r the Cons	umer I	Protection Act.		
Premises Owner's Agreement: You agree that Service Experts may installimiting the foregoing, if the Lessee defauing paying all overdue amounts) under the You further agree that on the sale or othe Equipment is the property of Service Expour interest in the Equipment and this Ag	Equipment in the Its under this Agreen is Agreement and co or transfer of any into erts and not a fixture	Premises as pronent, you will: a) ontinue to rent the erest in the Prene and any agree	ovided for in this fulfill the obligat ne Equipment; on nises, you will no ement of purchas	s Agreementions of the r b) purcha	nt and you a Lessee und se the Equip www.owner (o	agree to be bou der this Agreemo pment in accord r any other pers	ind jointly ent and re dance wit son acqui	r and severally with a emedy any defaults o h paragraph 7 of the iring an interest in th	the Lessee. Without f the Lessee (includ- Terms and Condition e Premises) that the	
Owner's Name (Please print full legal n	ame):	Authorized Own	wner Signature: (I have authority to bind the Lessee)			Owner's Date of Bi		rth (if an individual: M	D	
Owner's Address: Number, Street Name,	Unit Number	То	(I have authority to wn or City:	bind the Les	Province:	Postal Code:	Т	el/Fax Number:		
Name and Signature of Owner's Spous	e (If Applicable):		0: 1			I		5.		
Name Signature Date										

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GST #: 821779642RT0001

TERMS AND CONDITIONS

- 1. General & Definitions: This Agreement is a legal agreement entered into between SE Canada Inc. ("Service Experts") you and any Owner. "Premises" means the Installation Address in this Agreement, "you" and "your" means the Lessee or its tenants and the Owner(s) (if any); "we", "our" and "us" means Service Experts and/or our authorized service providers; and The "Useful Life" ends when we determine in our reasonable discretion that it is no longer commercially reasonable to repair the Equipment having regard to the age of the Equipment, the cost of repair or other relevant factors and notice of such determination is given to you. Each Core Equipment Type in this Agreement (i.e., air conditioner, furnace and/or boiler) will have its own Useful Life. If we determine that less than all Core Equipment Types have reached the end of their Useful Lives, the monthly rental rate will be reduced by us and the list of Equipment will be modified to reflect that you will no longer be renting the applicable Core Equipment Type (and all necessary pipes and parts related to the applicable Core Equipment Type as determined by us) that has reached the end of its Useful Life.
- 2. Term of Rental: You agree to rent from us the Equipment from when we install the Equipment until this Agreement ends (as it relates to a particular piece of Core Equipment Type) at the end of the Useful Life of the applicable Core Equipment Type (but it will continue, in respect of the remaining Core Equipment Type(s) and related Equipment) unless terminated earlier by you or us ("Term") (see Sections 7 and 10). After this Agreement is terminated, we will not be required to supply, service or maintain, and you will not be required to rent, any replacement equipment. If you want to change the Equipment or rent additional equipment, a new agreement will replace this Agreement and a new rental rate will be calculated. All outstanding obligations owned by you prior to the termination of this Agreement shall survive termination until fully satisfied, as determined by us.
- 3. Service Experts' Commitment: We agree: (i) to install the Equipment. All normal installation costs will be included within the monthly rental rate, except the cost of any permits or inspections and for any extraordinary installation costs including the temperature of the properties of the propert
- 4. Customer's Commitment; Billing and Payment: You agree that: (i) You will pay your charges billed under this Agreement when due; (ii) You agree to pay HST/ GST and any other taxes payable in connection with this Agreement; (iii) You will promptly inform us of any change in (a) your mailing address; and/or (b) if previously provided, bank account or credit card information you provided; (iv) We may bill you for your charges directly 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 S25. A late payment charges will apply to all overdue amounts on you roll, 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 bill; (ii) if you are billed directly by us or our service provider unless otherwise specified by you, we will email your monthly foll to the email address provided above. If 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 is provided by you. You may be subject to a paper bill charge if you wish to receive your bill by mail, we will mail your charge is the amount set out on the first page of this Agreement. 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—fittems Consumer Price Index (not seasonally adjusted) for Canada or the equivalent thereof, or any comparable successor index thereof, published of purposes of this Agreement is advance in bill inserts, by letter, by email or by any method permitted by law. You agree to pay HST and any other taxes payable in connection with this Agreement; (viii) You will use the Equipment advance in such as a construction of the premises and (
- **5. Ownership of Equipment:** During the Term, the Equipment remains the property of Service Experts or its assignee and although it may be affixed to the Premises, is not intended to become a fixture. You agree to assist in protecting our ownership interest by signing and providing any further documents we may reasonably require and you acknowledge that we may register notices of security or ownership as we deem appropriate, including on title to the Premises. You agree to keep the Equipment free of all liens, security interests, mortgages and other claims.
- 6. 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 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 1—866—397—3787, by email at CustomerCare@ServiceExperts.com, or by mail at P.O. Box 3007, Markham Industrial Park, Markham, ON L3R 6G4. You (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); and (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 collectio
- 7. Your Buy—out Option: You may not terminate this Agreement except as provided below. You may purchase the Equipment at any time. You may not purchase less than all of the Equipment. You may exercise your buy—out option by notifying us in writing or by calling 1—866—397—3787. If you tell us you want to buy the Equipment, we will calculate and tell you the purchase price. The purchase price can also be found on our website at www.serviceexperts.ca. When you exercise your buy—out option, you accept the Equipment in "as—is" condition, subject to the balance of any transferable manufacturer's warranty, and you assume responsibility for the Equipment and its repair and maintenance. You also agree to pay the buy—out price, plus any applicable taxes, when invoiced by us. Once we receive payment of the buy—out price, this Agreement will terminate and you will have no further obligation to pay rent and we will have no further obligation to you.

TERMS AND CONDITIONS CONTINUED

- 8. Removal and Disposal: If any Equipment has reached the end of its Useful Life, we are not replacing it and you wish us to disconnect and/or dispose of the Equipment, you should call 1—866—397—3787. We will charge you in accordance with our then current fee schedules for removals or disconnections. We are not responsible for replacing the Equipment or re—connecting or responsible for any ancillary or other equipment, venting, piping, wiring or ducting.
- 9. Transferring This Agreement: If you are the Owner and you sell or otherwise transfer the Premises, you must inform the transferee, at or before the effective date of the sale or transfer, of the existence of this Agreement and the rental Equipment installed in the Premises. We will permit the purchaser to assume your rights and obligations under this Agreement, effective from the date of sale, or other transfer, if (i) you or your representative notify the transferee in the sale or transfer agreement that the Equipment is rented and is subject to this Agreement, (ii) you or your representative advise us in advance of the transferee's name and the intended date of sale or other transfer, (iii) 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, (iv) the transferee agrees to assume your obligations, and (v) you have paid us all amounts owing under this Agreement. Unless and until these conditions are satisfied, or unless we otherwise waive any or all of these conditions, which we are under no obligation to do so, you will remain responsible (individually or jointly and severally with the Lessee, as applicable) for the Equipment 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. We may (but are not required to) accept performance of your obligations (including payment) from other parties (such as tenants).
- 10. Termination of Agreement by Us: Each of the following will be events of default (a "Default") by you: (i) bankruptcy, insolvency or receivership proceedings are commenced with respect to you; and/or (ii) If you breach any provision of, or fail to perform any of your obligations under, this Agreement. If you Default, we may, on 30 days written notice require that you immediately purchase the Equipment at the buy—out price and on the other terms set out in paragraph 7. If we choose not to exercise this option, or if you fail to pay the buy—out price, then we may (without further notice): (i) Terminate this Agreement; (ii) Enter the Premises and disconnect, remove and use or dispose of the Equipment for our own account; and/or (iii) Pursue any other remedies we may have at law. If we terminate this Agreement and/or remove the Equipment as a result of a Default, you agree to pay a removal charge in accordance with our then current fee schedules. You also acknowledge that we have no obligation to remove or re—sell the Equipment and you are not entitled to any proceeds of sale. Upon termination of this Agreement and/or removal of the Equipment, all amounts owing hereunder are due and payable.
- 11. Cancellation of Agreement by You: Please see the end of this Agreement, "Your Right to Cancel Under The Consumer Protection Act" for a statement of your statutory rights. In addition, 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 10 days after the date this Agreement is entered into, you agree that 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 this Agreement, you agree to return the goods to our address, or allow us or a person designated by us in writing to repossess the goods at your address. If you cancel this Agreement, you agree to take reasonable care of any goods that came into your possession under this Agreement until one of the following happens: (i) we repossess the goods; (ii) we have been given a reasonable opportunity to repossess the goods and 21 days have passed since this Agreement was cancelled; (iii) you return the goods; or (iv) we direct you in writing to destroy the goods and you do so in accordance with our instructions.
- 12. Warranties, Limitation on Liability and Indemnification: We make no representations, warranties or conditions as to the performance of the Equipment except for those which are given by statute and which you cannot waive. We are not the manufacturer of the Equipment and we are not making any warranty or guarantee in respect of it, the supplier or the manufacturer of the Equipment, including whether the Equipment 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. 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 Equipment. 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. 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 Equipment including any reason.
- 13. Assignment: We may without notice transfer, assign, encumber or dispose of all or part of our interest in this Agreement and/or the Equipment to another party without your permission. 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 provided herein, you may not transfer, assign or encumber all or part of your interest in this Agreement or the Equipment without our prior written consent (see Section 9).
- 14. Miscellaneous: 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 Manitoba and federal laws of Canada applicable therein. This Agreement is the entire agreement between you and us and supersedes all prior agreements, understandings or discussions, whether one 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. You agree to pay all expenses incurred by us for any delinquent accounts, including, but not limited to actual attorneys' fees, filing fees and costs.

15. How To Contact Us: Attention:

SE Canada Inc. Attention: Rental Group P.O. Box 3007 Markham Industrial Park Markham, ON L3R 6G4 CustomerCare@ServiceExperts.com 1–866–397–3787

Your Rights under the Consumer Protection Act

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 within one year of the Agreement date. 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 within one year of the Agreement date. 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 Consumer Protection Office (Manitoba).

To cancel this Agreement, you must give notice of cancellation to us, at the address set out above in Section 21 (How To Contact Us), by any means that allows you to prove the date on which you gave notice.

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 any trade—in arrangement (or refund an amount equal to the trade—in allowance). You must then return to us all goods provided by us to you.