

## ENERGY SERVICES AGREEMENT (APARTMENT TENANT)

This agreement must be completed and returned to EnerCare Connections Inc.

<b>Name</b> (the "Customer"):	
<b>Service Address</b> (the "Residence"):  (Please include unit number, street address, city and postal code)	
<b>Mailing Address:</b>  (Please include unit number, street address, city and postal code)	(as above or specify)
<b>Daytime Phone Number:</b>	
<b>Evening Phone Number:</b>	
<b>Fax Number:</b>	
<b>Email Address:</b>	
<b>Occupancy Date:</b>	

**By signing below** you confirm that you are entering into a contract with EnerCare Connections Inc. ("EnerCare") for the provision by EnerCare of the Energy Services (as defined below) and for payment by you for the Energy Services provided by EnerCare and that you have read and agree to the terms and conditions set forth below and you agree that such terms and conditions are subject to EnerCare's Conditions and Services (the "Conditions of Service") in effect from time to time and made available on EnerCare's website and which are subject to amendment from time to time in EnerCare's sole discretion provided notice thereof is provided to you.

**This agreement is dated as of the** \_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_\_\_.

Signature: \_\_\_\_\_

Signature \_\_\_\_\_

## Terms and Conditions

1. EnerCare agrees to provide the following services (the "Energy Services") to the Customer:
  - (i) EnerCare shall measure and record actual electricity use for the Residence;
  - (ii) EnerCare shall ensure metering equipment is operating properly;
  - (iii) EnerCare shall, monthly, prepare accounts for the Customer showing the amount of electricity consumed at the Residence and the amount payable by the Customer for electricity consumed and the Energy Services;
  - (iv) EnerCare shall mail the monthly accounts to the Customer at the address specified above;
  - (v) EnerCare shall provide customer service in respect of general inquiries and records retrieval. Specific services will be provided on a fee-for-service basis; and
  - (vi) EnerCare will periodically provide the Customer with information concerning energy cost savings and conservation measures to assist the Customer in reducing electricity consumption and related costs.
2. The Customer hereby consents to the provision of the Energy Services and agrees to pay for the Energy Services provided by EnerCare under this agreement as set forth in invoices delivered by EnerCare pursuant to this agreement and in accordance with the Conditions of Service with payment to be made as follows: by cheque, money order, direct debit or electronic transfer of funds, any or all of which may be transferred by delivery to EnerCare's head office (see paragraph "12" below), by ordinary mail or through electronic delivery, as the case may be.
3. Payment is due upon receipt of account. Fifteen (15) days after the date of mailing of the account, interest shall accrue thereon at the rate of one and one-half percent (1.5%) per month, compounded monthly until such time as payment, inclusive of accrued interest, is made in full.
4. If the Customer fails to pay a balance due to EnerCare under this agreement, then EnerCare, after lawful demand and notice to the Customer shall be entitled, in addition to any other remedies available to it at common law or pursuant to any statute, to disconnect, or limit the delivery of electricity, to the Residence until such time as the entire balance due, inclusive of interest, and disconnection or reconnection charges, and any administration charges, are paid in full.
5. Any monies received by EnerCare in respect of an outstanding account shall be applied as EnerCare deems fit.
6. EnerCare may, in its sole discretion, require that overdue accounts be paid only by way of cash, certified cheque or direct electronic funds transfer.
7. The Customer agrees to pay a security deposit, if applicable, to EnerCare in accordance with EnerCare's Conditions of Service, which shall be retained by EnerCare, with interest (if any), to the credit of the account due by the Customer upon termination of this agreement and in respect of the final account for Energy Services rendered by EnerCare.
8. EnerCare is not the owner of, nor is it responsible for the operation or condition of the electricity infrastructure (other than the sub-metering equipment) at the Residence including, but not limited to, wiring, outlets, electrical panels, or fixtures; furthermore, EnerCare is not in any way in control of or responsible for the supply of electricity to the property on which the Residence is situated and is not liable for any consequential, indirect or economic losses arising in connection with this agreement.
9. No director, trustee, officer, shareholder, employee, agent or other contractor of EnerCare shall be liable at law to the Customer, an occupier of the Residence or a visitor to the Residence for any claim for damages or other legal remedy which is based in any way on the consequences flowing from electricity disconnection due to the Customer's failure to pay accounts or otherwise.

10. If any provision of this agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, said 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 hereof.
11. Everything contained in this agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each Party hereto. EnerCare may assign any of its rights and obligations under this agreement and upon such assignment, EnerCare is released from any further obligations to the Customer under this agreement. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to the Customer shall be deemed to include all Customers to this agreement. All obligations of the Customers under this agreement shall be deemed joint and several obligations and provisions of this agreement relating to payment for Energy Services shall be binding on the Customer after the date the Customer vacates the Residence or terminates this agreement and shall remain binding until such time as all payments required to be made under this agreement have been paid.
12. Any notice required or permitted under this agreement may be given by EnerCare to the Customer by ordinary mail sent to the Residence, in which case the notice shall be deemed to have been given on the fifth day after mailing. A notice from the Customer to EnerCare shall be given by facsimile transmission or ordinary mail (deemed effective on the fifth day after mailing) to the address set out in paragraph "18" below.
13. The Customer shall provide written notice to EnerCare, in accordance with the notice requirements set out in paragraph "12", of their intent to vacate and/or assign the Residence and of their forwarding address. This notice must be provided to EnerCare at least 60 days prior to the Customer vacating the Residence and must also specify the date upon which the Customer intends to vacate. Upon the Customer vacating the Residence, EnerCare will complete a final reading for billing purposes. The Customer will be mailed a final account within fifteen (15) days of the final reading and any deposit held by EnerCare to the credit of the Customer shall be applied toward payment of the account and any amount thereafter owing shall be paid forthwith by the Customer. Where there is a balance left to the credit of the Customer after payment of the account, the balance of the deposit shall be forwarded, promptly, by EnerCare to the Customer. Where the Customer fails to comply with this clause, the Customer's obligation to pay EnerCare for Energy Services shall continue until EnerCare has made a final reading and the final account is paid.
14. This agreement may be terminated by EnerCare by giving the Customer notice thereof, in which case EnerCare may conduct a final reading on the termination date and render a final account in respect of Energy Services hereunder. Where such a final account is rendered the provisions of paragraph "13" apply, with necessary modifications, to payment of the final account and the application of any deposit thereto.
15. This agreement may be terminated by the Customer only in accordance with paragraph "13" of this agreement.
16. This agreement constitutes the entire agreement between the parties and it is acknowledged that there are no oral or written agreements, representations or undertakings whatsoever, and no subsequent or concurrent alteration or waiver whatsoever of the terms of this agreement shall be valid unless it is in writing and signed by the parties or their authorized representatives.
17. The Customer hereby consents to EnerCare, its affiliates or authorized service providers contacting the Customer in respect of, and/or providing notice from time to time of, other services or wares that may be of interest to the Customer. The Customer may, by giving EnerCare sixty (60) days prior written notice, withdraw such consent.
18. EnerCare agrees that any personal information provided by the Customer (or by the owner of the building in which the Residence is located) shall be subject to EnerCare's Privacy Policy which is available at [www.enercare.ca](http://www.enercare.ca) or can be obtained from any EnerCare representative. The Customer may contact EnerCare's Privacy Officer to discuss any questions or concerns related to EnerCare's Privacy Policy or how the Customer's information is being handled by contacting EnerCare's Privacy Officer by: email at [privacy@enercare.ca](mailto:privacy@enercare.ca), telephone at 1-866-449-4423, fax at 416-649-1969, or mail at EnerCare Connections Inc., P.O. Box 4638, Station "A" Toronto, ON M5W 5C7, Attention: Privacy Officer. The Customer agrees that EnerCare may undertake a credit reference check of the Customer and EnerCare agrees that the results thereof shall be handled by EnerCare in accordance with the Privacy Policy.