

## 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](http://Ontario.ca/consumer%20protection)



**SERVICE EXPERTS**

**RESIDENTIAL WATER TREATMENT SYSTEM RENTAL AGREEMENT**

Sales Representative:			Telephone Number:			
Lessee is: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant	Dr Mr Mrs Miss Ms (Please Circle)	Given Name:	Middle Name:	Surname or Corporate 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		Town or City:	Province:	Postal Code:	Tel/Fax Number:	
Billing Email Address:		Ticket Number:	Installation Date:	Total Installed Cost (exc. Taxes)		
Equipment Type: <input type="checkbox"/> Water Softener <input type="checkbox"/> Water Filtration System <input type="checkbox"/> Reverse Osmosis System			Preferred delivery and installation date (delivery and installation on specified date if possible):			
Equipment Model:		Serial Number:	Current Monthly Rental Rate (including taxes):			
Service Experts Employee who Solicited the Customer:			Service Experts Employee who Negotiated this Agreement:			
Authorized Service Experts Signature:			Authorized Service Experts Printed Name:			
Equipment	Quantity	Manufacturer	Model Number	Serial Number	Current Rental Rate	Technical Requirements related to the use of the equipment
1.						
2.						
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.			

• This is a legal agreement entered into between SE Canada Inc. ("Service Experts") and the customer whose information is below (the "Lessee" or "you"). This agreement (the "Agreement") consists of the cover page(s), this page, the Terms and Conditions printed on the reverse side as well as any schedules attached and identified as forming part of this Agreement.

• The Lessee hereby leases from Service Experts, the HVAC and related equipment described above together with all fittings, parts and connections supplied by Service Experts and listed on a schedule attached hereto (all of which is collectively called the "Equipment"). The Lessee agrees to rent the Equipment for the Term defined by the "Useful Life" of the Equipment. The Lessee may not terminate before the expiration of the "Useful Life" of the Equipment except as provided for in this Agreement. The Lessee may buy-out the Equipment as specified herein. This Agreement may be terminated by Service Experts if the section below, if required to be signed by the owner(s) of the Premises, is not completed and/or signed by the owner(s). If the section below is required to be signed by the owner(s) of the Premises, the Customer further agrees that the owner(s) may let Service Experts, its affiliates and/or its service providers onto the Premises to install and, if necessary, remove the Equipment.

Lessee's Name (Please print full legal name):	Authorized Lessee Signature: _____ (I have authority to bind the Lessee)	Print Name Name:
Date Agreement Signed (Y/M/D):	Authorized Service Experts Signature: _____ Print Name	Lessee's: Date of Birth: Y M D
Location Agreement Signed:	Address where Agreement is entered into if different from above:	

**Credit Information:** By signing above, you authorize us to collect credit and other personal information about you for any reason, from time-to-time during the term of this Agreement. You also 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, we may end this Agreement and you must pay us everything you owe under this Agreement. You agree that if we are not satisfied with the results of any credit check, we may terminate this Agreement.

**RESIDENTIAL RENTAL WATER TREATMENT SYSTEMS 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.**

**Premises Owner's Agreement:** [This section must be completed by the owner of the Premises if the Lessee is not the owner of the Premises. If multiple owners, each owner must sign.]  
You agree that Service Experts may install Equipment in the Premises as provided for in this Agreement and you agree to be bound jointly and severally with the Lessee. Without limiting the foregoing, if the Lessee defaults under this Agreement, you will:  
a) fulfill the obligations of the Lessee under this Agreement and remedy any defaults of the Lessee (including paying all overdue amounts) under this Agreement and continue to rent the Equipment; or  
b) purchase the Equipment in accordance with paragraph 7 of the Terms and Conditions.  
You further agree that on the sale or other transfer of any interest in the Premises, you will notify the new owner (or any other person acquiring an interest in the Premises) that the Equipment is the property of Service Experts and not a fixture and any agreement of purchase or sale of the Premises must so indicate. You agree that we may register a notice of our interest in the Equipment and this Agreement, including a notice on title to the Premises.

Owner's Name (Please print full legal name):	Authorized Owner Signature: _____ (I have authority to bind the Lessee)	Owner's Date of Birth (if an individual): Y M D
Owner's Address: Number, Street Name, Unit Number	Town or City:	Province:
Name and Signature of Owner's Spouse (If Applicable):		Postal Code:
Name	Signature	Date

## 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**” and “**Customer**” means the Lessee or its tenants and the **Owner(s)** (if any); “**Our**”, “**us**” “**we**” or “**Service Experts**” means SE Canada Inc. 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. Our commitment to you, our rental customer, (“**you**”, “**your**” or “**customer**”), is to provide you with a reliable, trouble-free water treatment system in accordance with this Residential Water Treatment System Rental Agreement (the “**Agreement**”). The water treatment system (“**Equipment**”) you rent from us, as set out above, is backed by Service Experts to the extent provided in this Agreement.

**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 Equipment) at the end of the Useful Life of the applicable Equipment (but will continue in respect of the remaining Equipment (if any) unless terminated earlier by you or us (“**Term**”). 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' Commitments.** 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 incurred by us. We will tell you in advance if there are any additional installation costs. You agree to pay all additional costs, and understand that we may terminate this Agreement if you do not pay them; (ii) to provide repair and maintenance on the Equipment during the Useful Life of the applicable Equipment with no service charges or parts replacement charges except in the following circumstances: (a) as described in paragraph 4; (b) if you (or a third party not authorized by us) alter, modify, adjust, damage, service, repair, move or disconnect the Equipment; if service or repairs to the Equipment are necessary because the Equipment was used for an unintended or unauthorized purpose, including non-residential purposes; (c) where piping, wiring, plumbing and/or electric services and/or consumables, such as softener salt (in the case of a Water Softener) or quick connect filters (in the case of a Reverse Osmosis System), requires repair, replacement or installation, including to meet applicable laws or installation requirements; (d) if you fail to maintain the Equipment in accordance with the requirements set out herein, (e) as otherwise excluded herein. Should you require assistance, our 24 hours per day, 7 days per week emergency phone number is 1-800-266-3939. Should we update this phone number, the updated number can be found on the Service Experts website at [www.enercare.ca](http://www.enercare.ca).

**4. Customer's Commitment; Billing & Payment.** You agree that: (1) You will pay your charges billed under this Agreement when due. (2) You agree to pay HST/ GST and any other taxes payable in connection with this Agreement. (3) You will promptly (but in each case at least 30 days in advance) inform us of any change in (a) your mailing address; (b) your email address and/or (c) if previously provided, bank account or credit card information you provided. (4) 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 \$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. (5) 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 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, if a mailing address is provided by you. (6) You may be subject to a paper bill charge if you wish to receive your bill by mail. (7) The current monthly rental charge is the amount set out on the first page of this Agreement. You agree to pay HST / GST and any other taxes payable in connection with this Agreement. (8) You will use the Equipment safely and responsibly and you will: (a) ensure that no combustible, hazardous or flammable materials are used or stored in the same room as, or near, the Equipment; (b) ensure that the Equipment is not confined in a location where it is difficult to service or remove or where there is inadequate ventilation; (c) ensure that the filters, vents and openings are kept clear and clean and are otherwise kept well maintained by you; (d) provide us with access to the Equipment whenever reasonably required for purposes of inspection, maintenance, repair or removal or exercise our rights under this Agreement and in connection therewith will authorize site personnel at your location to permit us access to the Premises; and (e) obtain our approval before you connect any add-on equipment; (f) in the case of a Water Softener, inspect the Water Softener regularly and ensure the Water Softener has adequate softener salt levels; (g) in the case of Reverse Osmosis System, replace the quick connect replacement filters as required; (h) maintain effective operation of any plumbing and pumping systems supplying water to the Equipment; (i) ensure that the Equipment is not confined in a location where it is difficult to service; (j) provide us with access to the Equipment whenever reasonably required for purposes of inspection, repair, maintenance or removal; (k) inspect the area around the Equipment on a regular basis for any sign of water leakage; (l) contact us for service if you see any signs of water leakage from the Equipment; (m) in the case of a Water Softener or Whole House Filtration System, ensure that the Water Softener or Whole House Filtration System, as applicable, is located in an area with sufficient drainage in the vicinity, and that the drainage is open, unrestricted and effective; and (n) not permit anyone who has not been authorized by us to service, repair, modify, alter, adjust, move or disconnect the Equipment. (9) We are not responsible for the installation or maintenance of any add-on equipment, or for any damage caused by said add-on equipment or the Equipment if the damage occurred because of the add-on equipment. (10) You will: (a) notify us promptly if the Equipment breaks down or is damaged; (b) not permit anyone but us to service, repair, modify, move or disconnect the Equipment; (c) be responsible for any damage to, or loss of the Equipment, even if caused by you or third parties, unless caused by us or is otherwise part of our commitment described above; (d) be responsible for any damage to, or loss of, the Equipment if caused by fire, flood, accident or other insurable risks; and (e) maintain in good working order the ancillary piping, venting, wiring or ducting owned by you. (11) You will not tamper with any plate(s), tag(s), or sticker(s) identifying the Equipment as owned by us. (12) At the end of the Useful Life of the Equipment, you are not obligated to rent and we are not obligated to supply replacement Equipment therefor, unless we mutually agree at the time pursuant to a new agreement. (13) If the Equipment is gas-fired, you may be required as the user of the Equipment under applicable law to ensure that it is maintained in a safe operating condition (Ontario Regulation 212/01 Section 15). If a service or repair is required, please call 519-966-1147. (14) This Agreement is binding upon and will enure to your heirs, personal representatives, successors and permitted assigns. 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 Equipment is installed (as indicated above) or, if you purchased the premises after the Equipment 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 Canada 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 a bill message, or by letter or by any method permitted by law. (15) You will provide us with timely access to the Equipment whenever required by us to perform our obligations or exercise our rights under this Agreement. (16) 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. (17) During the term of this Agreement, the Equipment remains our property and does not become a fixture. (18) 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 of Agreement by Us” will apply. (19) We may register, at your expense, our interest in the Equipment 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. (20) You agree that the Equipment will remain personal property even though it may become affixed to the premises. (21) You agree to keep the Equipment free of all liens, security interests, mortgages and other claims.

**5. Ownership of Equipment.** During the Term, the Equipment remains the property of Service Experts or its assignee and remains personal property 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. Removal and Disposal.** If any Equipment has reached the end of its Useful Life, we are not replacing it and you wish to disconnect and/or dispose of the Equipment, you should call 519-966-1147. 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.

**7. Transferring this Agreement.** If you are the Owner and 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 Equipment 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; if: (i) you or your representative advise us in advance of the transferee's name and the intended date of sale or other transfer; (ii) 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; (iii) you or your representative notify the transferee in the sale or transfer agreement that the Equipment is rented and is subject to this Agreement; (iv) the transferee agrees in writing or by conduct to assume your obligations under this Agreement; and (v) 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 (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).

**8. 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. Subject to your carrying out your obligations under this Agreement (including those under “Customer's Commitment; Billing & Payment”) and subject to the limitations set out below, we hereby warrant that the Equipment will work for the term of this Agreement. 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 claims against us for any injury or death to individuals or damage to property, including from your negligence or misuse of the Equipment. This obligation survives the termination of this Agreement for any reason.

**9. Insurance.** During the term of this Agreement, you are responsible for any loss or damage to the Equipment from any cause, whether or not insured, until all of your obligations under this Agreement have been fulfilled.

**10. 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](http://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](mailto: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 reliability, 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: (a) verify your identity when you request information about your account by telephone or email; (b) bill, collect payment, manage your account and/or supply services to you under this Agreement; (c) review information about your bill payments; (d) provide to our authorized technicians and other companies that provide service under this Agreement; (e) comply with law enforcement and/or a legal requirement; (f) process past due accounts of yours which have been passed to a debt collection agency; and (g) undertake a credit reference check. We agree that the results any credit check reference, and any other personal information provided by or about you, shall be handled by us in accordance with applicable laws and the Privacy Policy. We may record our telephone conversations with you and disclose the recordings to achieve the purposes set out in this Section.

**11. 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 on the other terms set out in Paragraph 12 (Buy Out Option). 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. 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 buy-out price and on the other terms set out below under “Cancellation of Agreement by You”. You agree to pay the buyout price when invoiced by us.

**12. Buy Out Option.** You may not terminate this Agreement except as provided below. You may purchase the Equipment at any time for a price calculated in accordance with the Buy-out Schedule set out below. 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](http://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.

Age of Unit	BUY-OUT SCHEDULE			
	SES SPREF32	SES SPREF42	SES SB34BFT	SES SB44BFT
0 to 1 yrs. old	\$1,650	\$1,700	\$1,550	\$1,600
1 to 2 yrs. old	\$1,579	\$1,627	\$1,483	\$1,531
2 to 3 yrs. old	\$1,504	\$1,549	\$1,413	\$1,458
3 to 4 yrs. old	\$1,424	\$1,467	\$1,338	\$1,381
4 to 5 yrs. old	\$1,339	\$1,380	\$1,258	\$1,299
5 to 6 yrs. old	\$1,250	\$1,288	\$1,174	\$1,212
6 to 7 yrs. old	\$1,155	\$1,190	\$1,085	\$1,120
7 to 8 yrs. old	\$1,054	\$1,086	\$990	\$1,022
8 to 9 yrs. old	\$948	\$976	\$890	\$919
9 to 10 yrs. old	\$835	\$860	\$784	\$809
10 to 11 yrs. old	\$715	\$737	\$672	\$693
11 to 12 yrs. old	\$588	\$606	\$552	\$570
12 to 13 yrs. old	\$454	\$467	\$426	\$440
13 to 14 yrs. old	\$311	\$321	\$292	\$302
14 to 15 yrs. old	\$160	\$165	\$150	\$155
15+ years old	\$100	\$100	\$100	\$100

*Note: All prices/rental rates are exclusive of taxes.*

**13. Cancellation of Agreement by You.** Please see the end of this Agreement, Your Rights under the Consumer Protection Act, 2002” 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.

**14. End of this Agreement.** At the end of this Agreement (for whatever reason): (1) Rent – you are not obligated to rent and we are not obligated to supply replacement equipment (including a water treatment system), unless we mutually agree at the time and enter into a new water treatment system rental agreement. (2) Replacement – Service Experts is not responsible for replacing the Equipment or re-connecting any ancillary or other equipment including without limitation piping, plumbing, wiring and/or electrical services. (3) Removal and Disposal – if the Equipment has reached the end of its Useful Life and we are not installing replacement Equipment, you shall at such time own the Equipment, and if you wish for us to disconnect and/or dispose of the Equipment, you must contact us by calling 1-877-334-1846 to make such arrangements. We will charge you in accordance with our then current fee schedules for removals or disposals. (4) No Further Obligations – you will have no further obligation to pay rent (other than rent owing prior to the end of this Agreement) and, subject to any statutorily mandated requirements, we will have no further obligations of any kind or manner to you.

**15. Assignments.** We may without notice transfer, assign, encumber or otherwise dispose of all or any part of our interest in this Agreement and/or the Equipment 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 Equipment without our prior written consent (see the section called “Transferring this Agreement”).

**16. Miscellaneous.** The Equipment is neither used nor reconditioned. 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 or by any method permitted by law.

**17. How to Contact Us.** You may contact us as follows:

SE Canada Inc.  
P.O. Box 3007, Markham Industrial Park, Markham, ON L3R 6G4  
[CustomerCare@serviceexperts.com](mailto:CustomerCare@serviceexperts.com)  
1-866-397-3787

## 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 above, by any means that allows you to prove the date on which you gave notice. If no address is set out in this Agreement, use any of our addresses that are 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 commenced within 10 days after the date 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 this Agreement, you must 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 must take reasonable care of any goods that came into your possession under this Agreement until one of the following happens:

- We repossess the goods;
- we have been given a reasonable opportunity to repossess the goods and 21 days have passed since this Agreement was cancelled;
- you return the goods; or
- we direct you in writing to destroy the goods and you do so in accordance with our instructions