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OIL OR NATURAL GAS WATER HEATER RENTAL AGREEMENT

CUSTOMER INFORMATION:

Last Name	First Name	Middle Name
<u>Customer's Billing Address:</u>		
Number	Street	City
		Prov
		Postal Code
		Phone Number
<u>Installation Site Address:</u>		
Number	Street	City
		Prov
		Postal Code
		Phone Number

<p>Agreement to Purchase: You (the "customer") agree to rent goods and services identified in this agreement from the rental company identified above, on the terms and conditions set out in this agreement. The rental company may assign rights under this agreement and you agree, in such case, to make all of your payment to any party as the rental company may direct.</p> <p>Payment: You agree that your monthly payments will be included on your Park Fuels Ltd. monthly oil/gas bill. You further agree that if you do not make monthly payment, you will be charged interest on any unpaid amount at the rate of 2% per month, calculated each month, (an effective annual rate of 24% per year) from the date the payment was due.</p>	<p align="center"><u>TOTAL PRICE</u></p> <p>Price of Goods: \$ _____</p> <p>Installation Costs: \$ _____</p> <p>HST: \$ _____</p> <p>Total: \$ _____</p> <p align="center"><u>MONTHLY PAYMENT</u></p> <p>Monthly Payment: \$ _____</p> <p>HST: \$ _____</p> <p>Total Monthly Payment: \$ _____</p>
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Goods The goods being rented hereunder shall, unless the rental company substitutes other goods as per the terms and conditions of the rental, be as follows			
Qty	Model Number	Complete Description including Serial Number	Price

Delivery Date(s): _____ Installation Date(s): _____ Special Instructions: _____

The Additional Terms and Conditions of Rental form part of this Agreement.

In Witness whereof this agreement is executed as of this date:

Executed at _____ this _____ day of _____, 20_____

Customer's Name (Please Print): _____

Customer's Signature: _____

Credit Application Completed: _____

Name of Rental Company's Authorized Representative (Please Print): _____

Credit Approved: _____

Signature of Rental Company's Authorized Representative: _____

Additional Terms and Conditions of Sale

- Interpretation:** In this agreement, the words “you” and “your” refer to each customer named on the front of this agreement and the words “we”, “us” and “our” refer to Park Fuels Ltd. and their respective successors and assigns. If more than one customer is named on the front of this agreement, you understand that each of you is individually liable, and all of you are collectively liable, for all obligations imposed on you by this agreement.
- Repair:** We will make at our own expense all repairs and replacements that may become necessary except those caused by willful act or negligence of you. You shall report promptly to us each and every indication of defective operation of the equipment. We shall not be responsible for faulty operation of the equipment if same results from any defect, obstruction or malfunction in the chimney/venting structure and you hereby agree to maintain the chimney/venting structure in proper condition. Without our prior written consent, you will not effect any repairs or alterations to the equipment or remove it from the place of installation.
- Obligations in event of loss, damage, seizure or injury:** You hereby undertake to notify us promptly in writing of any loss of or damage to the equipment arising from any cause whatsoever, and of any seizure of the equipment or of the premises during the term of this agreement. You assume all risk of loss or damage occurring to the equipment during the term of this agreement, and agree to indemnify us against any and all loss or damage whatsoever to the equipment, howsoever such loss or damage may arise, excepting only loss or damage arising out of the negligence of us, our agents, employees or contractors. You hereby agree to exonerate, release, hold harmless and indemnify us from and against any and all claims, demands, actions, suits and liabilities whatsoever, for any and all damage, loss or injury suffered by or caused to you or any other person or persons whatsoever at any time and howsoever the same may arise, due to or as a result of the installation, removal, maintenance, existence, operation, deficient or otherwise, use of or defect in the equipment or removal of the burner, except only in the case of negligence on the part our authorized representatives or us.
- Title:** The equipment shall be and remain personal and movable property, title there to remaining in us. The equipment shall not be deemed part of the real or immovable property even though placed thereon for a permanency or incorporated therewith. We may enter the premises to inspect the equipment or if this agreement is terminated to remove the same and for those purposes may do all things reasonable necessary for such inspection or removal without being liable for any damage caused thereby.
- Use of Goods:** Until you have paid for the goods in full, you agree not to: sell or pledge the goods or the premises to anyone else without our prior written consent: allow anyone else to take possession of the goods or the premises without our prior written consent; move the goods from one location to another without our permission or allow anyone else to take a security interest, lien or charge against the goods without our prior written consent. You will notify us immediately if anyone else takes possession of the goods of the premises. If the goods or the premises are sold (including a sale by one of you creditors), you agree to pay all amounts owing under this agreement.
- Placement:** You are responsible of providing a suitable location for installation of the goods, with adequate provision for incidental and accidental drainage of water and /or adequate clearance for prevention of fire. Our authorized representatives and us shall not be liable for any damage resulting from inadequate drainage or clearance unless such inadequacy was caused by us or one of our authorized representatives.
- Heating Oil/Natural Gas Supply Agreement:** You agree to purchase from us, or any authorized dealer to whom we assign such contract, your entire requirements of heating oil/natural gas for the premises where the equipment has been installed for as long as we retain title to the equipment while on the premises.
- Remedies:** In addition to any remedies provided by the Personal Property Security Act (New Brunswick), we will have the right to end this agreement without telling you in advance and you authorize us to enter the premises to remove the goods if you default by: failing to pay the monthly payments; losing possession of the goods; becoming bankrupt or insolvent; or failing to meet any of your obligations under this agreement. If the we cancel this agreement because you default, you agree to pay to us all amounts due and owing and that of the next three (3) months that portion of the installation cost of the equipment determined pursuant to clause 10 herein and all equipment removal costs (including any damage thereto), provided however, that in the event we are unable or unwilling to repossess the equipment then in such case, you shall remit to us, in addition to these amounts, the residual value of the equipment as determined by us at the time.
- Operation of Goods:** You agree to operate the goods in a responsible manner. If it becomes necessary for any reason for us to exercise our right to take back the goods, you will be responsible for any loss resulting from damage to the goods outside of ordinary wear and tear.
- Payment of Installation Cost:** Your are indebted to us for the installation cost of the equipment but such indebtedness will be reduced by 1/36th for each full calendar month this agreement has been in effect up to the completion of three (3) years.
- Rent Alteration:** We may increase the rent at the end of the initial period of one (1) year or on January 1st of any year thereafter. If you so elect, you may there upon terminate this agreement and will allow us to remove the equipment at our expense and in such case, you will not be indebted to us for the installation cost.
- Buy-Out:** You may elect to buy the equipment on an “as is, where is” basis, without any recourse, representation, warranty or condition from us (express, implied, statutory or otherwise), at any time at a price set by us in our absolute discretion, plus all other amounts owing under this agreement.
- Termination and Replacement:** (a) Upon termination of this agreement, you shall surrender the equipment to us in the same condition as it was at the time of installation thereof, ordinary wear and tear only accepted. We will not be responsible for reinstallation or installation or either the former or any replacement burner upon the termination of this agreement. (b) If for any reason it becomes necessary to replace the equipment in its entirety, then in such case a new agreement shall be signed at the prevailing rate and this agreement will be terminated.
- Heirs and Assigns:** This agreement shall be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns as the case may be.
- Guarantees:** You understand that this agreement contains all our commitments and promises in connection with the goods. There are no conditions, warranties or representations, express or implied, statutory or otherwise, with respect to the goods or this agreement, or affecting the rights or the parties, other than as specifically contained herein. You further understand and agree that, to the extent not prohibited by law, there is no implied warranty of merchantability, no implied warranty of fitness for any particular purpose and no implied warranty that extends beyond the description of the goods on the face of this agreement. To the extent not prohibited by law, any warranties, rights or remedies, expressed or implied, which you may have under the sale of goods act (New Brunswick) or the Consumer Product Warranty and Liability Act (New Brunswick) are expressly excluded. We will assume no liability for damages, costs or expenses arising from or out of calcium or hard water damage to the goods, abuse, misuse or alteration of the goods accidents or acts for god, intentional reckless or negligent acts of any person, or repairs or attempts thereof by any firm or person other than by us or one of our authorized representative. No company or person other than us has any authority to make any warranties or representations concerning the goods or us. We are not responsible for any such unauthorized warranties or representations.
- Assignment:** We may transfer or assign our interest in this agreement or in the payments to be made by you at any time without your permission. You may not assign or sublet this agreement without our prior consent.

Consent of Landlord and/or Mortgagee

Each of the undersigned (being landlord and/or Mortgagee of the premises) hereby acknowledges that he/she has read and understood this agreement, and hereby consents to the full operation and performance thereof, including without limiting the generality of the foregoing, the removal from the premises of the equipment as in the said agreement provided, notwithstanding that the said equipment or any part or parts thereof is attached to or constitutes part of the real property.

Witness

Landlord

Witness

Mortgagee