

## CARMA BILLING SERVICES INC. CONTRACT TERMS

All information submitted through this process will only be used by Carma Billing Services Inc., CARMA, in support of our obligations under the Agreement entered into with the Developer, Condominium Corporation, Landlord and/or Building Owner. Our billing format and practices follow the guidelines of applicable Ontario Energy Board (O.E.B.) Codes and Rules, associated policies, standards and procedures.

This Contract is effective upon execution by the Customer. Any executed copy of this Contract, (original, photocopy, facsimile or email) is considered original.

1. In order to set up an account for the provision of Services to the unit, the Customer has entered into this Contract with CARMA and agrees to be responsible for and to pay all costs and expenses relating to the supply of electricity or other utilities to the unit (for example, occupancy charge, security deposit).

2. A Customer may choose to lease or sublet their unit. The Customer acknowledges that he/she will continue to be responsible for all charges for utility services to the unit. Therefore, if the Customer's Tenants do not pay, the Customer will remain responsible for the payment.

3. The Customer will pay all charges for utilities in accordance with CARMA's monthly invoices.

4. The Customer agrees to be subject to CARMA's Security Deposit policy.

5. An interest charge of 1.5% per month shall apply to all accounts not paid in full on or before the due date.

6. The Customer understands that in the event of non-payment, one of the remedies available to CARMA includes, but is not limited to, the disconnection of service to the subject unit, including all applicable charges related to the disconnection and reconnection.

7. CARMA reserves the right to discontinue service for non-payment of account. In the event of such discontinuance, CARMA shall not be liable under any circumstances for any loss or damage occasioned thereby, and the Customer hereby waives all claims in law and in equity for all loss, damage, and inconvenience that may hereafter be caused by CARMA exercising such right of discontinuance of service.

8. The Customer agrees to abide by CARMA's Conditions of Service, as amended from time to time, a copy of which can be found at [www.carmabillingservices.com](http://www.carmabillingservices.com).

9. The Customer acknowledges that he/she has made CARMA aware in writing if there is any person, at the subject unit, that has any medical, life saving, life preserving equipment that requires electricity.

10. CARMA may revise the authorized rates from time to time, some charges of which will be subject to the approval of the O.E.B.

11. CARMA will use all reasonable diligence to provide a continuous supply of power, but will not be responsible for failure to do so by reason of damage to the Local Distribution Company's (LDC) lines or other works, breakdown thereof, act of God, or any other cause beyond CARMA's control. Nor does CARMA guarantee the maintenance of unvaried frequency or voltage, and will not be liable to the Customer for any loss, damage or injury resulting from power interruption or voltage or frequency variations due to the aforementioned reasons.

12. It is agreed that the signature of the parties hereto shall be binding upon their successors or assigns and that the vacating of the premises herein named shall not release the Customer from this contract except at the option and by written consent of CARMA.

13. If a meter in any month ceases to register or has registered incorrectly, the Customer shall pay for the service supplied during such month, an estimated sum based on the reading of any meter formerly or subsequently installed on the premises, due regard being given to any change in character of the installation and/or the demand.

14. This Contract shall not be binding upon CARMA until accepted by it through its proper officer, and shall not be varied or affected by any Contract or representation of any agent or employee of CARMA unless in writing. This Contract will continue in force until terminated by the Customer with at least one month's notice in advance of vacating the unit(s). A Moving Out form, complete with forwarding address, must be submitted.

15. Nothing contained in this contract shall prejudice or affect any right, privileges, or powers vested in CARMA by law or by any regulations made under any Act of Parliament.

16. This contract is subject to the terms of CARMA's License and all associated rules and regulations of the Ontario Energy Board.

***The information collected will be used by CARMA to establish and maintain a service connection, and for billing and collections activities. Your name and address will be used to provide notice in the event that your service is disconnected. Your Developer/Condominium Corporation, Landlord and/or Building Owner may also be notified of your final billing date/disconnection date.***