



Dear Prospective Tenant:

We would like to take this opportunity to thank you for applying for an apartment in our building.

Please make sure the following information and/or documentation is enclosed so that we may process your application in a reasonable time frame.

_____ Social insurance number
_____ Employment Letter
_____ Copy of Last Pay Stub

Please note if the above information and/or documentation is not included with the application we will not process same.

Once again thank you for applying for an apartment in our building and we look forward to hearing from you in the near future.

If you have any comments or questions, please do not hesitate contacting the Superintendent at the building or our head office at 416-630-9393.

Yours truly,

R.A.B. properties Limited

Per: 

Sam Frisz CPA, CMA
Senior Real Estate Manager
samf@lashgroup.ca

Tell us how you heard of us- please circle appropriate media below

- | | | |
|----------------|-----------------------|---------|
| - Twitter | - Friend | - Other |
| - Facebook | - Relative | |
| - Viewit.ca | - Lash website | |
| - Renters News | - Toronto Rentals.com | |

RAB Properties Limited
10 Kodiak Crescent, Suite 200
Toronto, ON M3J 3G5

lashgroup.ca



10 Kodiak Crescent,
Suite 200,
Toronto, ON.,
M3J 3G5

tel: 416.630.9393
toll free: 1.877.630.9393
fax: 416.631.9393
email: info@lashgroup.ca

lashgroup.ca

CURRENT LANDLORD REFERENCE FORM

INSTRUCTIONS: Please have your Landlord complete this form and attach it to your Tenancy Application, or have your Landlord fax the completed form to R.A.B. Properties Limited at 416-631-9393 or email admin@lashgroup.ca

Tenant Name(s): _____ Telephone No. _____

Tenant Name(s): _____ Telephone No. _____

Tenant(s) Address: _____ APT. NO. _____

Landlord's Name: _____ Telephone No.: _____

Address of Landlord: _____

Tenant Move-In Date: _____ Monthly Rent: \$ _____
(month/day/Year)

Parking Included: YES () NO () Utilities Included: YES () NO ()

Length of Notice to Vacate Provided: 60 days () 30 Days () Other: _____

Does the Tenant have a Pet? YES () Dog _____ Cat _____ Other: _____

Have there been any late rent payments? YES () No ()

Have there been any cheques returned by the Bank? YES () NO ():

If YES, explain: NSF () Account Closed: () Other: _____

Does the Tenant maintain a clean apartment? YES () NO ()

Have you received any complaints about this Tenant? YES () NO ()

If Yes, please explain: _____

Do any other Occupants Reside there? YES () No () If Yes how many? _____

Reason for Moving Out: _____

Additional Comments:

Signature of Current Landlord

(month/day/year)

LIABILITY AND INSURANCE COVERAGE REQUIREMENTS

COVERAGE IS MANDATORY

Management has reason to believe that only a few tenants take the trouble to read the Tenancy Agreement. Consequently, they are not aware of the liability clause Section of the lease which reads as follows:

Section 37. Liability

The Landlord shall not in any event whatsoever be liable or responsible in any way for:

- (a) Any damage to or loss of any property left in or upon the Rental Unit or residential complex after the Tenant gives up possession of the Rental Unit, regardless of whether the Tenant gave up possession of the Rental Unit voluntarily, or whether or not the Tenant's giving up possession of the Rental Unit was caused by or attributable to any act or omission of the Landlord or another tenant of the Landlord, or any other person; or
- (b) Any damage to or loss of any property incurred by the Tenant as a result of an "Act of God", being such as, but not limited to, severe storm, lightning, flood, infestation of vermin or insects, etc.

Therefore, the Landlord is not responsible or insured for any damages to your personal property. Since you, as residents, are also responsible and liable for any damages to the Landlord's property caused by you as a tenant, members of your family, or your visitors, Management strongly recommends that every Tenant should have the necessary insurance coverage for personal property and household contents and liability.

For your information and knowledge, Insurance is outlined in section 35 of your lease and reads as follows:

Section 35. Insurance

Further, and in addition to clause 11 of the Standard Lease, the Tenant shall, during the entire term of the tenancy and any renewal thereof, at his or her sole cost and expense, obtain and keep in full force and effect, fire, water, contents, property damage, and public liability insurance in the amount that the Landlord, acting reasonably, considers adequate.

The Tenant agrees to provide the Landlord proof of such insurance coverage upon request of the Landlord, at any time. The Tenant shall notify the Landlord immediately, in writing, if such insurance policy is cancelled or terminated for any reason. It is further agreed and understood that, while the Landlord has the right to be provided with proof that such insurance is in effect, it is the Tenant's responsibility to obtain the required insurance and it is not the Landlord's obligation to ensure that the Tenant has done so.

Such coverage will be demanded from you prior to you obtaining keys and moving in. If no coverage is produced, you will not be permitted to move in and take possession of the apartment.

Thank you

R.A.B. Properties Limited

January 1, 2016

HUMAN RIGHTS CODE POLICY

One of R.A.B. Properties Limited goals is to provide a quality place to reside within is a safe and secure living environment for all our tenants. To meets this goal we adhere to the Human Rights Code of Ontario which states that every prospective or current tenant has the right to equal treatment and freedom from harassment and discrimination.

All staff at RAB are trained to respect a person's race, ancestry, place of origin, colour, ethnic group, citizenship, creed, sex, sexual orientation, age, marital status, disability and receipt of public assistance.

RAB has an enforceable policy that deals with management, staff or residents that harass any building tenants. Harassment and discrimination to any group of any kind will not be tolerated with disciplinary action against all violators to be clearly enforced.

Yours sincerely,

R.A.B. Properties Limited

Per: 

**Sam Frisz CPA CMA
Senior Real Estate Manager
samf@lashgroup.ca
416 630 9393 extension 223**

Notice To Prospective New Residents

Suite Smart Meters

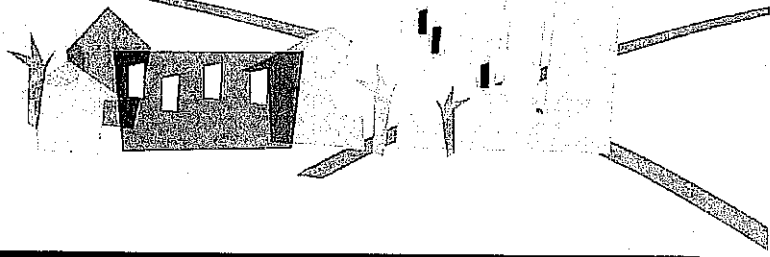
Dear Resident:

Under the provincial legislation governing apartment buildings, Residential Tenancies Act 2006 (RTA), our tenants are required to pay for their own hydro consumption by the method of smart metering. Each apartment has its own meter that would record the electricity consumed by the resident. R.A.B. Properties Limited (RAB) has installed a Smart Metering System to comply with the provincial legislation and the government's energy conservation program.

Smart Meters measure how much electricity is used in apartments during different times of the day. During certain high-use times, the cost of electricity would be higher if the government introduces time of use billing for apartment buildings. Smart meters would therefore encourage residents to conserve energy and save money on their electricity consumption. We encourage each resident to familiarize themselves with the time of use billing by visiting the Ontario Energy Board website at www.oeb.gov.on.ca.

Each resident will therefore receive a monthly invoice for their electricity consumption from a third party licensed company. A \$100.00 deposit payable to this company is required in order to open up a hydro account. If the hydro invoices is not paid and remain in arrears to PSSI, it has the right to discontinue hydro service to the account. Unpaid hydro invoices will be sent to a third party collection company if they ultimately remain unpaid and then if required to small claims court for legal action. Attached is an application form from Priority Submetering Solutions Inc. (PSSI) that is needed to be completed prior to opening up a new account as a resident of RAB.

Please contact Sam Frisz of R.A.B. Properties Limited at 416-630-9393 extension 223 if you have any questions concerning the smart meter system.



Information for Landlords and Tenants About Suite Meters

What are suite meters?

Suite meters are electrical meters that a landlord can install in residential rental units to measure how much electricity is used by each unit in a building. Where a suite meter is installed in a unit, the meter records only the amount of electricity used by that specific unit.

Important rules about suite meters that a landlord must follow

Under the *Residential Tenancies Act* (RTA), a landlord and tenant can agree to have the tenant pay a suite meter provider for the tenant's electricity costs instead of the landlord paying these costs. However, there are rules that a landlord must follow.

If a landlord wants to ask a tenant who is already living in the unit to pay for the electricity costs, they must follow the rules for "current tenants".

If a landlord wants to ask a person to pay electricity costs on a unit that already has a suite meter which the person wants to rent, they must follow the rules for "prospective tenants".

Rules for current tenants

Before a current tenant can become responsible to pay a suite meter provider for the cost of providing electricity to the tenant's unit, a landlord must:

- get the tenant's consent in writing (*see page 2*)
- tell the tenant in writing how much the tenant's rent will be reduced, if the tenant agrees to this change (*see page 2*)
- give the tenant information about the suite meter provider's fees, policies, and other information (*see page 3*)

Rules for prospective tenants

Before entering into a tenancy agreement with a prospective tenant which requires the tenant to pay for their own electricity costs, a landlord must provide the prospective tenant with information about the electrical usage for the unit and about the electrical efficiency of the refrigerator. (*See page 5*)

**Special rules
for electric heat**

If electricity is the primary source of power to heat a rental unit, a landlord **cannot** terminate their obligation to supply electric heat.

However, if there is a separate meter to measure the electricity for other uses in the rental unit, the landlord and tenant can agree to transfer the responsibility for paying the electricity costs for these other uses.

Landlord Must Get Current Tenant's Consent

**Tenant consent
must be in
writing**

A landlord does not need a current tenant's consent to install a suite meter. However, a landlord must get the tenant's consent before the landlord can tell the suite meter provider to start billing the tenant directly for the electricity costs for the tenant's unit.

It is up to the tenant to decide whether or not they want to start paying for their own electricity costs. They do not have to agree to the landlord's request, but if they do agree, it must be in writing.

The Board has an approved form, "*Tenant Agreement to Pay Directly for Electricity Costs*" that a landlord must give to a tenant to ask for the tenant's consent.

Before deciding whether to consent, the tenant should carefully read the agreement form and the other information that the landlord is required to provide.

Information About the Rent Reduction

**Rent must be
reduced if the
tenant consents**

The landlord must tell the tenant how much their rent will be reduced if the tenant agrees to start paying for their own electricity costs. This rent reduction is intended to offset the additional money that the tenant will have to pay to the suite meter provider once the tenant starts paying their own electricity costs. This information must be given to the tenant before the landlord gets the tenant's consent.

The landlord must inform the tenant of the amount that their rent will be reduced per rent period. For example, if a tenant pays rent monthly, the landlord would set out how much the tenant's monthly rent will be reduced.

The landlord must also show the tenant how the landlord calculated the amount of the rent reduction. The RTA has specific rules that a landlord must follow when calculating the amount of the rent reduction.

Exception: In most situations, if a tenant lives in rental unit in a non-profit building, the landlord is not required to reduce the rent according to the RTA.

Other Information a Landlord Must Provide to a Current Tenant

Information about the suite meter provider

Before obtaining a current tenant's consent, the landlord must also give the following information to the tenant:

- the suite meter provider's contact information
- a statement that the suite meter provider may require the tenant to pay a security deposit
- the suite meter provider's policy on security deposits
- fees charged by the suite meter provider including:
 - type and amount of fees
 - how the fees are calculated
 - circumstances where the fees may increase
 - the amount of any planned fee increases
- a statement that the suite meter provider may shut off the electricity supply to the tenant's unit if the tenant is overdue paying the electricity costs for their unit

As well, if a tenant asks for a copy of the agreement between the landlord and the suite meter provider, the landlord must give the tenant a copy.

Information about the refrigerator

The landlord must give the tenant the best information the landlord has about the age of the refrigerator. The landlord must also give the tenant any available information they have about the refrigerator's energy efficiency.

These rules only apply if the landlord provides the refrigerator in the unit.

Information about the Ontario Energy Board (OEB)

The landlord must give the tenant contact information in writing for the Ontario Energy Board (OEB). The landlord must also give the tenant a written statement that tells the tenant that they can contact the OEB if the tenant has a dispute with the suite meter provider.

After Reading all the Information Provided by the Landlord...

What happens if the current tenant consents?

If the tenant consents to start paying their own electricity costs, the tenant should complete the agreement form and return it to the landlord.

Before transferring the responsibility for electricity costs to the tenant, the landlord must give the tenant at least 30 days notice before the changes takes effect. This information must be provided so that the tenant knows the date that:

- the landlord will reduce the tenant's rent, and
 - the tenant will start to be responsible for paying their own electricity costs.
-

What happens if the current tenant does *not* consent?

If the tenant does *not* consent to start paying their own electricity costs, the tenant does not have to return the agreement form to their landlord.

The landlord will continue to be responsible for providing and paying for the tenant's electricity, even though the landlord may have installed a suite meter in the tenant's rental unit.

Landlord Must Give a Prospective Tenant Information

Information about previous electrical use and energy efficiency

If the tenancy agreement will require the prospective tenant to pay the electricity costs, the landlord must give them information about the electricity used by the previous tenant. This information must be for the most recent 12 month period that ends before the date that the landlord gives this information.

The landlord must let the prospective tenant know if the unit was vacant during that time and, if it was vacant, how long it was vacant.

The landlord must also provide the prospective tenant with information about the age of the refrigerator in the unit, and with any available information about its energy efficiency. This rule only applies if the landlord provides the refrigerator in the unit.

Additional Things You Should Know About Suite Meters

Rules about installing a suite meter

If a landlord decides to install a suite meter in a rental unit, they must follow the rules in the RTA. The landlord must tell a current tenant when and for how long the supply of electricity to the tenant's unit will be interrupted. Although the landlord doesn't need the current tenant's consent to install a suite meter in the tenant's unit, the landlord must:

- give at least 24 hours written notice before the electrical supply is interrupted
- specify in the notice, the date and time between 8 a.m. and 6 p.m. when the interruption will occur
- set out the amount of time that the landlord believes the tenant's unit will be without electricity.

Tenant can make an application to the Board about suite meters

A tenant or former tenant can apply to the Landlord and Tenant Board if the landlord does not follow the rules in the RTA about suite meters. The application is made on the *Form T7 – Tenant Application About Suite Meters*.

There are a number of reasons why a tenant or former tenant can make this application. Some of the reasons include:

- improper installation of the suite meter
- failure to give the tenant the required information before getting the tenant's written consent
- transferring the electrical charges to the tenant without the tenant's written consent,
- not reducing the rent by the correct amount.

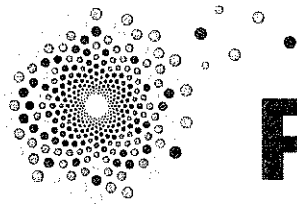
Information about these and the other reasons for filing an application about suite meters can be found in the Instructions for the Form T7.

For More Information

Contact the Landlord and Tenant Board

This brochure provides general information only. For more information about the law, or to obtain copies of the Board's forms and publications, you can:

- visit the Board's website at www.LTB.gov.on.ca
- call the Board at **416-645-8080** or toll free at **1-888-332-3234**, or
- visit your local Landlord and Tenant Board Office. For a list of Board office locations, visit the Board's website, or call the numbers listed above.



Provident™

A CRICKET ENERGY COMPANY

To the residents of **Meadowglen Place Residences:**

We are excited to be a part of your beautiful new community and look forward to being your utility provider. Provident is a member of the Cricket Energy group of companies and has been providing energy services throughout the Greater Toronto Area for over 30 years.

We take pride in providing exceptional customer service to our clients and look forward to providing **electrical sub metering services** to you and your community.

As your occupancy date nears, it is important to make sure you have completed all necessary forms and agreements to ensure uninterrupted service to your new home.

Enclosed in this package you will find the following:

1. Customer Service Agreement

- Please complete and send back this form prior to occupancy so as to guarantee suite connection. We encourage you to do this as soon as possible to allow proper processing time.

2. Pre-Authorized Chequing Plan Form

- To sign up for automatic payment, please complete the enclosed form and provide a copy of a void cheque or direct deposit form and sent it to customerservice@pemi.com.

Provident will require a security deposit of \$150.00 for each new utility customer. This rate can be lowered to \$75.00 by signing up for Pre-Authorized Chequing Plan Form (PAFT) or eliminated completely by providing a credit reference letter from a previous utility provider.

Your initial bill will be from your occupancy date and you will receive an invoice each month thereafter. Should you have any questions about your service set-up or wish to speak to one of our dedicated Customer Service Representatives, kindly call us at 416-736-0630 ext.2 or email our team at customerservice@pemi.com

Sincerely,

Provident Energy Management Inc.

David A. Hamilton

President

20 Floral Parkway, Concord, Ontario L4K 4R1

Telephone: 416.736.0630 Fax: 416.736.4923 info@pemi.com www.pemi.com



CUSTOMER SERVICES AGREEMENT

Please complete and return all pages of this Provident Energy Management to customerservice@pemi.com or fax to 416-736-4923

CUSTOMER INFORMATION (PLEASE PRINT)		Customer Status*: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant		Occupancy Date*:	
Service Address*: (Number, Street Name, Unit Number)		City*:	Postal Code*:	Electrical Vehicle Parking Unit No.	
Primary Account Holder:		First Name*:	Middle Name:	Last Name*:	
Mr Mrs Miss Ms (Please Circle)					
Primary Phone*:		Secondary Phone:	Email:		
Mailing Address*: (Number, Street Name, Unit Number)		City*:	Postal Code*:		
Secondary Account Holder:		First Name*:	Middle Name:	Last Name*:	
Mr Mrs Miss Ms (Please Circle)					
Primary Phone*:		Secondary Phone:	Email:		
Deposit: Please be aware there is a security deposit on all residential and commercial accounts. Residential customers are required to pay a security deposit of \$150.00 and Retail/Commercial customers are required to pay a security deposit of \$500.00					
Landlords (only if you are the owner and rent out your unit): By signing this agreement you agree to be the interim account holder for the services to the Rental property. You understand that whenever a tenant calls to close their Provident account, you will automatically assume responsibility for the utility account and continued services starting on the Tenant's termination date and until such time as a new tenant establishes an account with Provident. No reconnection or new account charges will apply to you under this option. Landlord Signature x _____ Date: _____					
PAPERLESS E-BILLING REGISTRATION & TO VIEW YOUR CONSUMPTION					
Sign up directly on our website, www.pemi.com . To sign up, please wait for your first Provident Energy Bill.					

Provident Energy Management Inc. ("Provident") has been retained by the developer, the owner, the condominium corporation and/or the authorized agent, as applicable (the "Owner/Condominium"), of the premises in which the above-noted Service Address is located (the "Premises") to supply the Services (as defined below) including meter reading, billing and collection services. The terms and conditions set out in this agreement comprise the legally binding agreement between the individual(s) named as Primary Account Holder and Secondary Account Holder (if any) ("Customer") and Provident governing the Customer's use of the Services (as defined below). Where the Services include the monitoring and recording of electricity usage within the Premises, this Agreement will be subject as well to Provident's Conditions of Service, a copy of which is available at pemi.com or can be obtained from a Provident representative and is incorporated herein by reference. In consideration of Provident providing the Services, and for other good and valuable consideration, the receipt of which is acknowledged by the Customer, the Customer acknowledges and agrees as follows:

1. The Customer confirms that he is the purchaser/owner, occupant and/or tenant of the Service Address noted above (the "Unit"), located in the Premises.
2. The Customer acknowledges that Provident will provide the following services (the "Services") to the Unit for the term contracted with the Owner/Condominium:
 - a. Provident shall measure and record actual electricity, gas, hot water, cold water and/or thermal energy use for the Unit, as per its contract with the Owner/Condominium (such contracted utilities referred to as the "Metered Utilities");
 - b. Provident shall ensure the subject sub-metering system is operating properly;
 - c. Provident shall, monthly, prepare invoices showing the amount of Metered Utilities consumed at the Unit, as applicable, and the amount payable by the Customer for the Metered Utilities consumed and the Services;
 - d. Provident shall issue monthly invoices by mail or email. Unless otherwise specified by the Customer, Provident shall mail the monthly invoices to the Customer at the Service Address or the mailing address, in the event a mailing address is provided by the Customer; and
 - e. Provident shall provide customer service in respect of general inquiries and records retrieval. Specific services will be provided on a fee-for-service basis in accordance
3. The Customer consents to the provision of the Services and agrees to pay for the Services (the "Service Fees") provided by Provident under this agreement as set forth in invoices delivered by Provident pursuant to this agreement and in accordance with Provident's agreement with the Owner/Condominium, being in accordance with Provident's Schedule of Charges for the Premises (the "Schedule of Charges"), available on request by contacting Provident. Such Service Fees are subject to change from time to time. The Customer understands that the charges for Metered Utilities will be based on measurements by the submetering system for the Unit (which, all or a portion of such consumption charges are being collected by Provident on behalf of the Owner/Condominium).
4. The Customer agrees to pay the Service Fees and all costs and expenses relating to the supply of the Metered Utilities to the Unit as of the effective date (which is the earlier of the interim occupancy date, closing date, or occupancy date, as applicable in respect of the Unit). In the event that the Customer does not have an account with Provident, the Customer agrees to contact Provident by telephone at 1-416-736-0630 to set-up an account on or before such effective date.

5. In the event the Customer rents/sublets the Unit to a third party and the costs and expenses relating to the supply of Metered Utilities are not included in the rent, the Customer will arrange for such third party to enter into a Customer Services Agreement with Provident prior to such third party obtaining occupancy of the Unit and to pay for the cost of Metered Utilities supplied to such Unit and the Service Fees for the term of such lease/occupancy. Such Customer Services Agreement entered into with such third party will not relieve the Customer of its obligations to pay the Service Fees and all costs and expenses relating to the supply of the Metered Utilities to the Unit for so long as it is an owner/tenant/occupant of the Unit. In the event the Customer sells the Unit to a third party, the Customer will arrange for such third party to enter into a Customer Services Agreement with Provident prior to such third party obtaining occupancy of the Unit and to pay for the cost of Metered Utilities supplied to such Unit and the Service Fees.
6. The Customer shall provide written notice to Provident of his/her intent to sell, rent, vacate and/or assign the Unit and of his/her forwarding address. This notice must be provided to Provident at least 10 days prior to the Customer vacating the Unit and must also specify the date upon which the Customer intends to vacate. Upon the Customer vacating the Unit, Provident will complete a final reading for billing purposes. The Customer will be mailed a final invoice within fifteen (15) days of the final reading and any deposit held by Provident to the credit of the Customer shall be applied toward payment of the invoice 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 invoice, the balance of the deposit shall be forwarded by Provident to the Customer. Where the Customer fails to comply with this clause, the Customer's obligation to pay Provident for the Services shall continue until Provident has made a final reading and the final invoice is paid.
7. The Customer acknowledges that Provident is not the owner of, nor is it responsible for the operation or condition of the electrical, gas, water and mechanical infrastructure at the Premises (other than the sub-metering system) including, but not limited to, all wires, switches, valves, piping, regulators, outlets, electrical panels or fixtures; furthermore, Provident is not in any way in control of or responsible for the supply of Metered Utilities to the Premises and/or to the Unit.
8. The Customer shall not change or modify, or permit any other person to change or modify, any of the downstream piping or appliances from the sub-metering system unless it has provided Provident with at least 30 days' prior written notice of such change or modification, including any applicable drawings, and should the Customer become aware of any such change or modification by any person, other than Provident and its affiliates and their respective officers, directors, trustees, employees and agents, the Customer shall notify Provident forthwith of such change or modification. In the event that, in connection with any such actual or proposed changes or modifications, Provident determines that such change or modification affects the operation of its sub-metering system, the Customer shall be responsible for all costs and expenses, on a time and materials basis, incurred by Provident to complete all related repairs or other work or improvements to such submetering system. Furthermore, any and all such changes shall only be undertaken in accordance with applicable laws.
9. In the event that if in response to a request by the Customer for an inspection of the meters in respect of the Unit, Provident determines, acting reasonably, that the meters did not require any maintenance or repair, the Customer agrees to pay for the cost of such inspection performed by Provident in the Unit, in accordance with the Schedule of Charges. The Customer will not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage the sub-metering system and agrees to indemnify Provident in respect of any losses, costs, expenses or damages caused thereby.
10. The Customer agrees to provide Provident with access to the sub-metering system whenever reasonably required for purposes of inspection, maintenance, repair or removal of the submetering system and the provision of the Services and in connection therewith will authorize site personnel at the Premises to grant Provident access to the Unit.
11. Customer will pay each invoice issued by Provident in respect of the Metered Utilities together with the Service Fees on or before the due date and in the manner specified on each invoice and in accordance with the Schedule of Charges. Late payments will be subject to a late payment surcharge of 1.5% per month and the Customer will be responsible for any collection costs.
12. If the Customer fails to pay any charges due to Provident under this agreement, then Provident, 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 Metered Utilities to the Unit until such time as such charges are paid in full. Provident shall have no liability whatsoever for the consequences flowing from the disconnection of Metered Utilities due to the Customer's failure to pay invoices or otherwise
13. Provident shall not be in default of the performance of any of its obligations or covenants contained in this agreement during any period when Provident is prevented from such performance by reason of any condition or occurrence which is beyond the control of Provident and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly.
14. Provident shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill, loss of data or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise.
15. No director, officer, shareholder, employee, agent or other representative of Provident shall be liable at law to the Customer, an occupier of the Unit or a visitor to the Premises or Unit for any claim whatsoever arising out of or pertaining to the provision of the Services.
16. The Customer hereby consents to Provident providing consumption and payment information in respect of the Unit to the Owner/Condominium and/or the subject property manager, and otherwise as may be permitted by law.

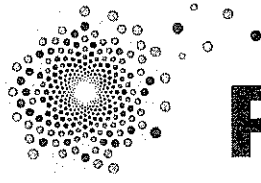
17. The Customer consents to the collection, use, disclosure and maintenance of personal information and to receiving commercial electronic messages from Provident, its affiliates or authorized service providers in accordance with the terms of Provident's Privacy Policy which is available at www.pemi.com. Provident agrees that any personal information provided by the Customer (or by the Owner/Condominium) shall be subject to applicable laws and Provident's Privacy Policy. The Customer agrees that Provident may undertake a credit reference check of the Customer and Provident agrees that the results thereof shall be handled by Provident in accordance with the Privacy Policy and applicable laws. The Customer may contact Provident's Privacy Officer to discuss any question or concerns related to Provident's Privacy Policy or how the Customer's information is being handled by contacting Provident's Privacy Officer by: email at info@pemi.com, telephone at 416-736-0630, or mail at:

Provident Energy Management
 20 Floral Parkway
 Concord, Ontario
 L4K 4R1
 Attention: Privacy Officer

18. The Customer hereby consents to Provident, its affiliates, related parties and/or authorized service providers contacting him/her 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 withdraw such consent on written notice. Provident may periodically provide the Customer with information concerning Metered Utilities cost savings and conservation measures to assist in reducing consumption and related costs.
19. This agreement may be terminated by Provident by giving the Customer notice thereof, in which case Provident may conduct a final reading on the termination date and render a final invoice in respect of the Services hereunder. Where such a final invoice is rendered the provisions of paragraph 5 hereof apply, with necessary modifications, to payment of the final invoice and the application of any deposit thereto.
20. Any notice required or permitted under this agreement may be given by Provident to the Customer by ordinary mail sent to the Premises (or the mailing address, in the event a mailing address is provided by the Customer), in which case the notice shall be deemed to have been received on the 3rd day following mailing. Where the Customer has selected paperless e-billing, Provident shall have the right to deliver notices required or permitted under this agreement electronically and such notice shall be deemed to have been received upon completion of such electronic transmission. The Customer shall give any notices to Provident by facsimile transmission to 416-736-4923 or ordinary mail (in which case the notice shall be deemed to have been received on the 3rd day following mailing) to Provident Energy Management Inc. 20 Floral Parkway, Concord Ontario, L4K 4R1
21. 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.
22. 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. Provident may assign any of its rights and obligations under this agreement and upon such assignment, Provident 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 Customer under this agreement shall be deemed joint and several obligations and provisions of this agreement relating to payment for Services shall be binding on the Customer after the date the Customer vacates the Unit or terminates this agreement and shall remain binding until such time as all payments required to be made under this agreement have been paid.
23. This agreement, including Provident's Conditions of Service (where monitoring and recording of electricity usage is provided by Provident), constitutes the entire agreement between the parties, and the Customer acknowledges 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 be in writing and signed by the parties or their authorized representatives; provided, however, the Customer acknowledges and agrees that Provident may at any time, and from time to time, amend, replace or otherwise change its Conditions of Service and/or Schedule of Charges without notice to the Customer except as may be required by applicable law.

CUSTOMER SIGNATURE*

This agreement is dated as of the _____ Day of _____, 20____ X _____ Primary Account Holder's Signature X _____ Secondary Account Holder's Signature



Provident™

A CRICKET ENERGY COMPANY

PRE-AUTHORIZED CHEQUING PLAN FORM

With Pre-Authorized Chequing from Provident Energy Management Inc., your Bill is automatically paid from your chequing account. You will continue to receive a regular invoice and we simply deduct the amount owing on the due date of the invoice. Once set up on Pre-Authorized Chequing your invoice will state "Pre-Authorized Payment Plan Do Not Pay".

Please note the following to ensure proper set up:

- include a "voided" cheque
- DO NOT USE A LINE OF CREDIT ACCOUNT
- Any outstanding amounts must be paid in full before the pre-authorized payment plan can be applied to your account

Fill in **ALL** sections to ensure proper set up on Pre-Authorized Payment Plan.

Service Location: _____

Customer Number # _____
(If this form is completed before your first invoice, you will not have a customer number.)

Day Time Telephone # _____

Yes I have enclosed a "Voided" Cheque and hereby authorize my financial institution to debit my account in the name of Provident Energy Management Inc.

Dated this _____ day of _____, 20____.

For joint accounts, all account holders must sign if more than one signature is required on cheques issued or drawn against the account.

Print Name of Account Holder

Print Name of Account Holder

Signature of Account Holder

Signature of Account Holder

- Please note if a payment is dishonored by your bank for any reason, we have the right to terminate your participation in the Plan. A service fee will be applied to your account in response to the dishonored payment.
- Upon termination, ANY AMOUNT DUE shall be paid directly to Provident Energy Management Inc. Cancellation of pre-authorized debit does not constitute cancellation of service by Provident Energy Management Inc. and the customer shall be liable for any past, present or future amounts owing.
- You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this pre-authorized debit agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.cdnpay.ca

Please email, fax or mail this form to: Provident Energy Management Inc.
customerservice@pemi.com, 416-736-4923