



# CUSTOMER SERVICES AGREEMENT

Please complete and return all pages of this Provident Energy Management to [customerservice@pemi.com](mailto:customerservice@pemi.com) or fax to 416-736-4923

<b>CUSTOMER INFORMATION (PLEASE PRINT)</b>		<b>Customer Status*:</b>		<b>Occupancy Date*:</b>	
		<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant		
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:		
<b>Deposit:</b> 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					
<b>Landlords (only if you are the owner and rent out your unit):</b> 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. <b>Landlord Signature x</b> _____ <b>Date:</b> _____					
<b>PAPERLESS E-BILLING REGISTRATION &amp; TO VIEW YOUR CONSUMPTION</b> <b>Sign up directly on our website, <a href="http://www.pemi.com">www.pemi.com</a>. To sign up, please wait for your first Provident Energy Bill.</b>					

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](http://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:

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| <ol style="list-style-type: none"> <li>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.</li> <li>2. The Customer acknowledges that Provident will provide the following services (the "Services") to the Unit for the term contracted with the Owner/Condominium:             <ol style="list-style-type: none"> <li>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");</li> <li>b. Provident shall ensure the subject sub-metering system is operating properly;</li> <li>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;</li> <li>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</li> <li>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</li> </ol> </li> </ol> | <p>with Provident's Schedule of Charges for the Premises, available on request by contacting Provident.</p> <ol style="list-style-type: none"> <li>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).</li> <li>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.</li> </ol> |
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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](http://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](mailto: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
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