

Customer Name:	
Service Start Date:	
Service Address: (unit number, street address, city, postal code)	
Phone Number:	
Email Address: (unless otherwise indicated, billing will be paperless to this email address)	
Driver's License # or Social Insurance #:	
Mailing Address: (unit number, street address, city, postal code)	

Intellimeter Canada Inc. ("ICI") has contracted with the developer, owner, condo corporation and/or the authorized agent (the "Manager") to install sub-meters (the "ICI Meters") and provide utility sub-metering services (the "Services") as described below for the building/facilities at the Service Address noted above (the "Premises"). This legally binding agreement between the Customer and ICI details the terms and conditions of the Customer's use of the Services and ICI Meters, and is subject to ICI's Terms and Conditions (the "ICI Terms"), a copy of which is available from ICI and incorporated herein by reference. The Customer acknowledges and agrees as follows:

1. The Customer is the purchaser/owner, occupant or tenant of the residential or commercial unit (the "Unit") at the Premises.
2. For the term contracted with the Manager, ICI will provide the following Services to the Unit:
  - (a) ICI shall measure and record actual electricity, gas, water and/or thermal energy, as applicable to the Premises, (the "Utilities") usage for the Unit;
  - (b) ICI shall prepare monthly invoices showing the amount of Utilities consumed at the Unit and the amount payable by the Customer for the Services and Utilities consumed;
  - (c) ICI shall maintain and ensure the proper functioning of the ICI Meters and related equipment;
  - (d) ICI shall issue monthly invoices by email, or by mail to the Customer to the Mailing Address noted above if provided, and if not to the Service Address.
  - (e) ICI shall provide general customer service in respect of the Services and ICI Meters.
3. The Customer agrees to accept the Services and pay ICI as invoiced (the "Service Fees") pursuant to this agreement and the ICI Terms. The ICI Terms are available at ●, and are subject to change from time to time, in the sole discretion of ICI, and your use or continued use of the Utilities, ICI Meters and/or Services will constitute your acceptance thereof.
4. The Customer agrees to pay the Service Fees and all costs and expenses relating to the supply Utilities to the Unit as of the Service Start Date noted above, which is the earlier of the interim occupancy date, closing date, or occupancy date in respect of the Unit). The Customer is responsible for creating an account with ICI.

5. In the event the Customer rents/sublets the Unit and the costs and expenses relating to the supply of Utilities are not included in the rent, the Customer will arrange for its tenant to enter into a Customer Services Agreement with ICI prior to the tenant's occupancy (the "Tenant Agreement") and pay for the cost of Utilities and the Services supplied to such Unit for the term of its tenancy. Such Tenant Agreement does not relieve Customer of the responsibility to pay the Service Fees and any and all costs associated with this Agreement, and in the event the tenant defaults on or violates the Tenant Agreement, the Customer acknowledges and agrees that they shall be responsible to pay any amount owing to ICI relating to such Unit.
6. ICI does not control and is not responsible for the supply of any utility to the Premises. ICI does not own and assumes no responsibility for the condition or operation of the electrical, gas, water and mechanical infrastructure at the Premises (other than the ICI Meters and related equipment supplied by ICI).
7. Unless agreed to in writing by ICI, the Customer shall not change or modify, or permit any other person to change or modify, but is liable for any such changes or modifications of, any of the downstream piping or appliances from the sub-metering system, and shall make ICI aware if any such changes have been made or become known.
8. ICI owns the sub-metering system at the Premises, including, but not limited to, the ICI Meters. ICI is responsible for the maintenance and repair of the ICI Meters and related equipment. Customer agrees to pay all costs for inspection and maintenance requests that are determined to be unwarranted in the sole reasonable discretion of ICI.
9. The Customer will not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage the ICI meters and/or sub-metering system and agrees to indemnify ICI in respect of any losses, costs, expenses or damages caused thereby.
10. The Customer agrees to provide ICI with reasonable access to the ICI Meters and sub-metering system when requested.
11. The Customer agrees to pay on or before the due date the amounts owing under this agreement in the manner specified on each invoice and in accordance with the ICI Terms. Late payments will be subject to a late payment surcharge of 2.5% per month or 30% annually and the Customer will be responsible for any collection costs. An administration fee of 30% will be charged on any amounts owing under this agreement that are referred to third-party collection agents.
12. If the Customer fails to pay any charges due to ICI under this agreement, then ICI, 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 Utilities to the Unit until such time as such charges are paid in full.
13. ICI may in its sole discretion require a security deposit by Customer to secure amounts owing pursuant to this Agreement and the ICI Terms.
14. ICI shall not be in default of the performance of any of its obligations or covenants contained in this agreement during any period when ICI is prevented from such performance by reason of a pandemic, strike, lock-out, labour disruption, unavailability of materials, by operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, act of God, act of terrorism or any other condition which is beyond the control of ICI and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly.
15. ICI 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 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.
16. No director, trustee, officer, shareholder, employee, agent or other contractor of ICI shall be liable at law to the Customer, an occupier of the Unit or a visitor to the Premises or Unit for any claim for damages or other legal remedy which is based in any way on the consequences flowing from disconnection of any utility due to the Customer's failure to pay invoices or otherwise.
17. 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.

18. 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. ICI may assign any of its rights and obligations under this agreement and upon such assignment, ICI 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 Customers 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.
19. Any notice required or permitted under this agreement may be given by ICI to the Customer by ordinary mail sent to the Service Address (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 in accordance with applicable laws. The Customer shall give any notices to ICI by email to [accounting@intellimeter.com](mailto:accounting@intellimeter.com) or ordinary mail (in which case the notice shall be deemed to have been received in accordance with applicable laws, if any) to Intellimeter Canada Inc., 1125 Squires Beach Rd, Pickering, ON L1W 3T9.
20. The Customer hereby consents to ICI providing consumption and payment information in respect of the Service Unit to the landlord, property manager, developer, condominium corporation and/or the owner.
21. The Customer shall provide written notice to ICI of their intent to sell, vacate and/or assign the Service Unit and of their forwarding address at least 60 days prior to the Customer vacating the Service Unit and must also specify the date upon which the Customer intends to vacate. Upon the Customer vacating the Service Unit, ICI will complete a final reading for billing purposes and the Customer will be mailed a final invoice within fifteen (15) days therefrom, and the Customer's obligation to pay ICI for the Services shall continue until ICI has made a final reading and the final invoice is paid.
22. This agreement may be terminated by ICI by giving the Customer notice of termination, in which case ICI 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 "20" apply, with necessary modifications, to payment of the final invoice and the application of any deposit thereto.
23. The Customer hereby consents to ICI, its affiliates or authorized service providers contacting them 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, by giving ICI sixty (60) days prior written notice, withdraw such consent. ICI may periodically provide the Customer with information concerning electricity, gas, water and/or thermal energy cost savings and conservation measures to assist in reducing consumption and related costs.
24. This agreement, including the ICI Terms, 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 ICI may at any time, and from time to time, amend, replace or otherwise change the ICI Terms without notice to the Customer except as may be required by applicable law.

This agreement is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 21 .

Customer's Signature \_\_\_\_\_