

Orangeville Hydro Ltd. Continuous Service Agreement For Owners of Rental Properties

The following is **important** information with regard to electricity service for rental properties.

Kindly contact our Customer Service Department at 519-942-8000 if you have any questions.

- We offer, for your convenience, the option to ensure continued service by consenting to having the account placed in your name in the event Orangeville Hydro does not have any new tenant information on file. By entering into a Continuous Service Agreement (see below) there will be no interruption of electrical service.

OR

- In cases where there is no “Continuous Service Agreement” on file and a Tenant is moving out and Orangeville Hydro Ltd. has **no new** Tenant information on file, the electricity service will be disconnected at the time of the final meter reading. When the service is disconnected at the meter, no usage will register; any usage that does register due to tampering with the meter will be billed to the owner.

What is the Continuous Service Agreement?

This allows the Landlord/Owner the convenience of having service maintained “between tenants” – No interruption of electricity service when your tenant vacates the premises. Simply, a new account will be established in your name, with service effective on the date the tenant vacates.

What happens if there is **no** Continuous Service Agreement on file?

- *The electrical service will be disconnected at the time of the final reading.*
- *If the account has a water service this service will be placed in the owner’s name and an account setup fee will be charged.*
- *When a **new** tenant does sign for service you the landlord/owner will be charged the \$65.00 reconnection fee.*
- *Reconnections will only be done before 3:30 pm.*

****Important Information****

During winter months, there is the potential for pipes to freeze when the electrical service has been disconnected. Orangeville Hydro Ltd. will not be held liable for any damages incurred when the electrical service is disconnected. If the electrical service remains off for 6 months or more, an electrical inspection is required before the service will be reconnected as per ESA requirements.

Orangeville Hydro Ltd. - Continuous Service Agreement

This AGREEMENT entered into this _____ day of _____,

20____, by and between Orangeville Hydro Ltd., hereinafter referred to as the “Electrical Distributor”, and

_____, hereinafter referred to as the
“Landlord/Owner”.

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide continuous electrical service to the premises specified herein regardless of changes in occupancy.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. **Term** – This Agreement shall be effective as of the date first-above written and shall continue in effect until terminated by either party hereto by giving ten (10) days written notice to the other party or until otherwise terminated by action of any federal or provincial agency or court. The termination of this Agreement shall not relieve Landlord/Owner from its obligation to pay for any charges accrued prior to the effect date of termination.
2. **Cost** –The “Account Set up Charge/Change of Occupancy Charge” as set out in the Distributor’s Tariff of Rates and Charges will be applied to the Landlord/Owner or the next tenant if immediate possession is taking place by the new tenant.
3. **Landlord(s)/Owner(s) is**, including by not limited to, the owner, property manager, a property management company and any other person with authority over a rental address.
4. **Responsibility for Payment – This Agreement provides for continuous electrical service to the premises specified herein.** The Landlord shall be solely responsible for payment of all charges incurred following discontinuance of service by a tenant until such time as another tenant of those premises assumes responsibility. In the event of a dispute regarding any sums due, the date of discontinuance, or the effective date of service, the Electrical Distributor’s records will be deemed conclusive. In the event that the Landlord fails or refuses to pay as billed, this Agreement shall be cancelled, the provisions of Section 5 herein shall apply, and procedures for termination of services will be instituted in accordance with applicable sections of the Electrical Distributor’s disconnection policy.
5. **Notices** – The Landlord/Owner agrees to provide notice to the Electrical Distributor of any change in mailing address or phone number.
6. **Assumption of Risk** – The Landlord/Owner hereby assumes any and all risks which may be occasioned by continuous electrical service to the premises, including, without limitation, continuous water service. Such risks include, but are not limited to, freezing of water fixtures, water damage resulting from open or broken fixtures, and theft of water. The Landlord also assumes the risk that a new tenant may neglect to sign up for electrical service in that tenant’s name and that the Landlord will continue to be billed for such electrical service, and also assumes the risk that a tenant may cancel electrical service yet continue to reside at the premises and use services for which Landlord will be billed.
7. **Cancellation** – In the event the Landlord/Owner cancels this Continuous Service Agreement, the Landlord will not be eligible to enter into another Agreement relating to the premises listed herein, for a period of six (6) months. Failure of the Landlord/Owner to pay bills promptly when due shall constitute sufficient grounds for cancellation of this Agreement by the Electrical Distributor, and



shall render the Landlord ineligible to enter into any Continuous Service Agreement for any premises for a period of six (6) months.

- 8. **Miscellaneous** – This Continuous Service Agreement supersedes all prior written or verbal agreements between the parties relative to continuous service to the premises specified below. Failure by any party to insist upon the strict performance of any duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach, agreement, term or condition.

Rental Address(es) & Account No(s): _____

Signed by: LANDLORD(S)/OWNERS

 Please Print Landlord/Owner Name

Home Address (Street & Mailing)

Phone(s): _____

NOTICE: BY NOT SIGNING THIS AGREEMENT OR NOT RETURNING IT TO THE ELECTRICAL DISTRIBUTOR, YOU ARE AUTHORIZING THE ELECTRICAL DISTRIBUTOR TO TERMINATE THE ELECTRIC SERVICE(S) UPON NOTIFICATION OF A TENANT MOVING OUT. A RECONNECTION FEE OF \$65 WILL BE APPLIED TO YOUR ACCOUNT WHEN THE SERVICE IS RECONNECTED.



Office Use Only:

Date Received: _____