



Hot Water Heater Rental Agreement Terms

Lease No. _____ Date Delivered _____
Tank Size (Gals) _____ Customer Name _____
Customer Address _____ City/State/Zip _____
Mail Address _____ City/State/Zip _____
Telephone No. _____ Account No. _____
Serial No. _____

This is the Agreement between Liberty Utilities Corp. (Granite State Electric) and the Customer, relating to the rental of a hot water heater by the Customer from Liberty Utilities.

1. Delivery of Hot Water Heater

- (a) Liberty Utilities will supply an electric hot water heater (“Hot Water Heater”) to the Customer. The Hot Water Heater will be delivered to the Customer’s home at the address specified at the beginning of this Agreement. There will be a charge of \$_____ for delivering the Hot Water Heater.
- (b) If, however, the Customer is likely to use the Hot Water Heater seasonally (rather than year round), Liberty Utilities may decline to rent a Hot Water Heater to the Customer.

2. Initial Installation

The Customer must hire a licensed electrician and licensed plumber to install the Hot Water Heater properly. There are local laws and codes that must be complied with when doing the installation, so the Customer must be sure to use a licensed Electrician and Plumber to install the Hot Water Heater.

❖ **BILL TO: LANDLORD**



3. What Happens if the Hot Water Heater Breaks or Malfunctions

- (a) The Customer must call Liberty Utilities for repair service if the Hot Water Heater breaks, malfunctions or the Customer believes it is not working properly.
- (b) If the Customer calls Liberty Utilities for repair service and the Hot Water Heater is in need of repair, Liberty Utilities will make any needed repairs, or if Liberty Utilities believes it is appropriate, replace the Hot Water Heater. Any repair or replacement service will be free of charge to the Customer. Repair service will not include work on domestic wiring or plumbing or the cost of obtaining wiring or plumbing permits.

4. Liberty Utilities is Not Responsible for Property Damage or Consequential and Incidental Damage

- (a) If the Hot Water Heater breaks, malfunctions or leaks water causing any kind of property damage, Liberty Utilities WILL NOT BE RESPONSIBLE FOR PAYING THE CUSTOMER FOR ANY SUCH PROPERTY DAMAGE. **The Customer's ONLY right is to have Liberty Utilities repair or replace the malfunctioned Hot Water Heater (as such right is described in Section 3 above).**
- (b) Liberty Utilities WILL NOT BE RESPONSIBLE FOR PAYING ANY CONSEQUENTIAL AND INCIDENTAL DAMAGES to the Customer. "Consequential and incidental damages" is a legal term which describes losses such as, lost wages, when the Customer takes a day off from work while repairs are made or losses from expenses incurred by the Customer because of loss of hot water. (Those are only examples of consequential and incidental damages which Liberty Utilities will not pay – there could be others as well in any individual case.)

5. Monthly Rental Fee

- (a) The Customer agrees to pay Liberty Utilities a monthly rental fee of \$_____ plus any applicable sales tax.
- (b) Liberty Utilities may increase the monthly rental fees that it charges its Hot Water Heater Customers from time to time. If Liberty Utilities increases rental fees, the Customer's monthly fee will also be increased, but the increase would not take effect until thirty days after the Customer is notified of the increase.



6. Customer's Right to Purchase

(a) The Customer has the right to purchase the Hot Water Heater from Liberty Utilities "AS IS" at any time after one year from the installation for a price equal to whichever of the following amounts is higher:

- (1) The fair market value of the Hot Water Heater, or
- (2) The "book value" (the value that Liberty Utilities has given to the Hot Water Heater in its accounting records. Liberty Utilities has the right to determine the fair market value, as long as such determination is reasonable.

(b) Unless the Customer purchases the Hot Water Heater, Liberty Utilities will be the owner of the Hot Water Heater at all times.

7. Customer's Responsibility to Safeguard the Hot Water Heater

(a) The Customer is responsible for safeguarding the Hot Water Heater in the same manner as any reasonable person would safeguard his or her own property.

(b) The Customer agrees not to remove, tamper with, transfer, adjust, or repair the Hot Water Heater, or remove the identification tag attached to the Hot Water Heater, without the permission of Liberty Utilities.

(c) In addition, the Customer is NOT allowed connecting the Hot Water Heater to any other heating source.

(d) If the Hot Water Heater is damaged because the Customer did not comply with its obligations described in this Section 7, the Customer is responsible for paying the full cost of repairing any damages caused to the Hot Water Heater.

8. Liberty Utilities' Right to Inspect

Liberty Utilities has the right to visit the Customer's home to inspect the Hot Water Heater at reasonable hours, with reasonable notice to the Customer. Liberty Utilities is NOT, obligated to inspect the Hot Water Heater.

9. Liberty Utilities' Right to Cancel

(a) For any of the following reasons, Liberty Utilities may cancel this Agreement and remove the Hot Water Heater:

- (1) The Customer fails to pay the monthly rental within a reasonable time after receipt of overdue payment notice,
- (2) The Customer does not comply with its obligations in this Agreement,
- (3) The conditions at the Customer's home do not allow the Hot Water Heater to operate safely or properly, or
- (4) The Customer is likely to use the Hot Water Heater seasonally (rather than year round).

(b) In addition, Liberty Utilities may cancel this Agreement at any time (for any reason) on thirty days advance notice to the Customer.



(c) If Liberty Utilities in any one or more instances chooses NOT to exercise its right to cancel, it does not mean that Liberty Utilities has waived or given up its right to do so in the future.

10. Customer's Right to Cancel

- (a) The Customer has the right to cancel this Agreement after one year at any time on thirty days' notice to Liberty Utilities.
- (b) If the Customer applies for rental of a new Hot Water Heater within twelve months of canceling this Agreement, the Customer will be required to pay a special reinstallation charge in addition to the other applicable charges.

11. Disconnecting and Removing the Hot Water Heater after Cancellation

- (a) If this Agreement is cancelled by Liberty Utilities, the Hot Water Heater will be disconnected and removed by Liberty Utilities. If this Agreement is cancelled by the Customer, the Customer is responsible to drain and disconnect the Hot Water Heater and Liberty Utilities will remove it. Liberty Utilities also has the option to abandon the tank in place.
- (b) The Customer agrees to allow Liberty Utilities to visit the Customer's property at a reasonable time to remove the Hot Water Heater.
- (c) Liberty Utilities will notify the Customer if it decides to abandon the Hot Water Heater in place. In such case, the Customer will take ownership of the Hot Water Heater in its "AS IS" condition.

12. Notifying the Company if Customer Moves

- (a) If the Customer moves, sells his/her property, abandons use of the Hot Water Heater, or transfers use of the Hot Water Heater, the Customer MUST notify Liberty Utilities.
- (b) In addition, the Customer must tell any new occupants of the property or users of the Hot Water Heater that Liberty Utilities is the owner under this Agreement. Unless the new occupant or user agrees to the terms of this Agreement, Liberty Utilities may cancel this Agreement and remove the Hot Water Heater.

**IMPORTANT NOTICE TO CUSTOMER
PLEASE READ THIS ENTIRE AGREEMENT BEFORE SIGNING IT**

Agreed _____ Date _____
CUSTOMER SIGNATURE