



THUNDER BAY HYDRO TERMS OF AGREEMENT

1. The Consumer agrees to use the energy only for the purpose for which it was connected and releases Thunder Bay Hydro from all claims for damage resulting from the use of electrical energy.
2. The Consumer agrees to pay for all the energy used and for all the other charges directly related to the continued supply of electrical energy at the authorized rate of Thunder Bay Hydro when due at the office of Thunder Bay Hydro or other authorized collection points. A late payment charge in accordance with the approved rate schedule shall apply to all accounts not paid to Thunder Bay Hydro on or before the due date.
3. This Agreement shall not be binding upon the Thunder Bay Hydro until the application is accepted, such acceptance being conditional upon the information in the Credit Information Form / File being materially correct, and until the application is executed by the signature of the appropriate Senior Manager or such other officers as he/she may designate for that purpose, and shall not be modified or affected by any promise, agreement or representation of any agent or employee of the Thunder Bay Hydro unless same is in writing and made part of this Agreement.
4. Thunder Bay Hydro shall not be liable for any injury, loss or damage to persons or property accruing or resulting from the failure of the supply of energy, from the failure to maintain a constant frequency or voltage, from any surge from natural or from accident not caused by the negligence of Thunder Bay Hydro, or from the disconnection of the supply of energy due to nonpayment of account.
5. This Agreement shall continue in force from the date on which the service is connected and thereafter until terminated by at least five working days' notice, in writing, given by either party to the other.
6. Notwithstanding the provisions of Clause 5, Thunder Bay Hydro reserves the right to limit or discontinue the supply of energy without notice for repairs, want of supply, nonpayment of account after due date, insolvency of the Consumer, or infraction of any rules established by Thunder Bay Hydro.
7. The Consumer consents to Thunder Bay Hydro, or its agents, to seek and obtain personal or financial information for the purpose of granting credit or recovering amounts due to Thunder Bay Hydro.
8. In accordance with Thunder Bay Hydro's Deposit Policy, should an account security deposit be required, the Consumer agrees to pay Thunder Bay Hydro the security deposit, at an amount in accordance with Thunder Bay Hydro's Deposit Policy, or provide a surety bond satisfactory to Thunder Bay Hydro in the same amount, which may, from time to time, be increased or decreased as determined by Thunder Bay Hydro. Such increase or decrease in security deposit is to be paid forthwith on demand and shall form part of the Consumer's account. The Consumer agrees that Thunder Bay Hydro may, at its discretion, apply the security deposit, or any portion thereof, to his energy account with Thunder Bay Hydro. On termination of this Agreement or upon the bankruptcy of the Consumer or upon appointment of a receiver or trustee for the Consumer, the balance of the security deposit held by Thunder Bay Hydro shall be returned to the Consumer or his legal representative after arrears, charges, damages or costs, if any, have been deducted therefrom. The Consumer acknowledges and agrees that the payment of the aforesaid security deposit or provision of the aforesaid surety bond is a condition precedent to Thunder Bay Hydro's acceptance of the Consumer's application, and to Thunder Bay Hydro's supply of electrical energy, services and goods to the Consumer.
9. In the event the Agreement is terminated pursuant to Clause 5 or whenever default is made in giving security as required by Clause 8, the Consumer hereby authorizes Thunder Bay Hydro, at its option, to enter onto the Consumer's present premises and remove therefrom, meters, lines, equipment and appliances installed thereon by Thunder Bay Hydro.
10. The Consumer agrees to provide space free of charge or rent in the Consumer's premises for the meters and any other equipment of Thunder Bay Hydro all of which shall be in the care and at the risk of the Consumer, and if destroyed or damaged by fire, or any cause whatsoever, other than ordinary wear and tear, the Consumer shall be liable to pay Thunder Bay Hydro the value of such meters and any other equipment, or the cost of repairing or replacing the same, and further agrees that the properly authorized agents of the Thunder Bay Hydro shall, at all reasonable hours, have the right to read, inspect, replace and remove any of the said equipment or to install any further equipment or apparatus which Thunder Bay Hydro deems necessary and have free access for this purpose to the said premises.
11. It is agreed that the signature of the parties hereto shall be binding upon their successors or assigns and that, subject to the fulfillment of their requirements of Clause 5, the vacating of the premises herein named shall not release the Consumer from this Agreement except at the option and by written consent of Thunder Bay Hydro.
12. If a meter in any month ceases to register or has registered incorrectly, the Consumer shall pay for the energy supplied during such a month a reasonable sum based on the reading of any meter formerly or subsequently installed on the premises, with due regard being given to any change in the character of the installation and/or demand.
13. In the event of a Consumer who has notified Thunder Bay Hydro to disconnect service, or whose service has been disconnected under Clause 6, or Clause 8 of this agreement, failing to arrange for the admittance of Thunder Bay Hydro's employees for the purpose of obtaining a final meter reading, the Consumer shall pay a reasonable sum based on former meter readings for the energy supplied since the last meter reading together with all outstanding indebtedness incurred by the Consumer prior to the date of final meter reading.
14. Thunder Bay Hydro agrees to use reasonable diligence in providing a regular and uninterrupted supply of electrical energy, but does not guarantee a constant supply of electrical energy, or the maintenance of unvaried frequency or voltage, and will not be liable in damages to the Consumer by reason of any failure in any respect thereof.
15. Thunder Bay Hydro, from time to time, may make tests to determine the electrical characteristics of the Consumer's load and may install and use meters and equipment that it deems necessary.
16. All electrical and mechanical equipment used by the Consumer shall so take and use electrical energy as not to endanger the equipment or other works of Thunder Bay Hydro or those of a third party or cause any wide or abnormal fluctuation of its line voltage.
17. This agreement is subject to Conditions Governing the Supply of Electrical Energy, as amended from time to time, issued by the Thunder Bay Hydro Engineering Department. Copies of Thunder Bay Hydro's "Conditions of Service" will be supplied upon request.

18. As Thunder Bay Hydro does not guarantee an uninterrupted power supply, those Consumers dependent on life-sustaining equipment should purchase a backup generator.