



CITY OF CHICOPEE MUNICIPAL LIGHTING PLANT
WATER HEATER RENTAL AGREEMENT

Rental agreement dated _____ between City of Chicopee Municipal Lighting Plant hereinafter called the "CMLP" and Customer Name _____ Street Address _____ City/State _____ hereinafter called the "Customer".

Customer hereby rents from CMLP and CMLP rents to Customer a _____ gallon electric water heater hereinafter called the "Appliance", which term hereinafter shall include any replacements therefor to be installed by the CMLP for domestic use in the premises listed above, subject to the following terms and conditions:

- 1. The CMLP shall install the Appliance at its expense including in the installation all necessary plumbing and wiring. The hot water piping included in the installation shall be limited to the shortest practicable run to serve the Appliance. The cost of all piping in excess of that amount shall be borne by the Customer. All fixtures are to be supplied by the Customer. All piping shall be exposed, except where it can be concealed without increased cost. All wiring and plumbing including the pressure relief valve shall immediately become the property of the owner of the premises.
2. The term of this agreement shall commence on the date of installation of the Appliance and shall continue for five (5) years after the date of commencement of the terms thereof ("Initial Term"). After the Initial Term hereof, either party may terminate this agreement by giving thirty (30) days written notice to the other, the earliest such date of termination being. Customer understands and agrees that there is a minimum five (5) year commitment. Notice by the CMLP shall be duly given if sent by mail, postage prepaid, addressed to the Customer at the address hereinabove set forth.
3. CMLP reserves the right to refuse to rent an Appliance where CMLP considers the installation non-standard, such as, inter alia, excessive water pressure outside the specifications set forth by local regulations, unless the Customer agrees to pay the excess cost, such as, inter alia, installation of water pressure reducing valve and/or thermal expansion tank.
4. The Appliance is rented to the Customer for use on a year-round basis and not for seasonal use. The Appliance shall be used only to supply hot water to an individual residence or a single apartment. Customer agrees to operate the Appliance as a self-contained unit, and not to connect it with any other heat source.
5. The Customer shall notify the CMLP promptly of any indication that repair of the Appliance is necessary. Following such notice CMLP shall, at its expense, make any necessary repairs to the Appliance, provided such repairs are needed through no fault of Customer. CMLP shall not be responsible for repair or maintenance of the wiring and plumbing, including the pressure relief valve, which is not a part of the Appliance. CMLP shall have access to the premises at all reasonable times for the purpose of maintaining and inspecting the Appliance.
6. Customer shall pay CMLP _____ Dollars (\$_____) per month for rental of the Appliance. Such rental fee is in addition to Customer's monthly electric charges. Installments of rent shall be billed on, and shall be due and payable on the due date of the Customer's bill for electric service.
7. The Customer shall indemnify the CMLP and its agents from any injury or damage to any person or property arising from the installation or use of the Appliance and caused by the negligence of the Customer or arising from or connected with any breach of this rent agreement by the Customer. "Customer" shall include the members of the household, agents, servants, employees, tenants, licensees, invitees and independent contractors of the Customer but shall not include employees, agents, servants or independent contractors of the CMLP. The Customer shall not permit the removal, relocation, tampering with, adjustment or repairing of the Appliance, or the removal or defacing of the nameplate identifying the Appliance as the property of the CMLP without the express written permission of CMLP. The cost of moving or relocating the Appliance and reinstallation on the premises for the Customer, if approved by CMLP, shall be borne by the Customer.
8. If Customer shall fail to pay any installment of rent when due, or shall otherwise be in default hereunder, CMLP, without prejudice to any other remedy it may have, may terminate this Agreement either by giving three (3) days written notice addressed to the Customer at the address hereinabove set forth, or by entering the premises and disconnecting and removing the Appliance. CMLP's failure to terminate this rent by reason of any default of Customer shall not constitute a waiver of any other remedy CMLP may have by reason of such default, nor a waiver of a subsequent default. Customer shall be liable for any court costs and attorney fees incurred by CMLP by reason of Customer's default.
9. Upon termination of this Agreement for any reason, the Customer shall surrender the Appliance to CMLP or its designated agent in the same condition it was in at the time of installation, ordinary wear and tear and damage caused by reason other than the Customer's negligence excepted, and CMLP or its designated agent may enter the premises and disconnect and remove the Appliance.
10. Customer shall notify CMLP of any sale or transfer of the premises, and shall notify any prospective purchaser or tenant that title to the Appliance is in the name of CMLP.
11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.
12. After the initial term of five (5) years, the CMLP's Water Heater Tank Rental Program description, price and conditions are subject to change upon thirty (30) days notice at sole discretion of CMLP.
13. CMLP makes no express or implied representations or warranties with regard to the Appliance, and in the event of a defect of the Appliance, Customer's remedy shall be limited to repair or replacement, appropriateness of which shall be determined by CMLP. Neither CMLP nor any of its employees or agents shall be liable for incidental or consequential damages.
14. Customer may cancel this Agreement if it has not been signed on the premises of CMLP, provided Customer notifies CMLP in writing at 725 Front Street, PO Box 405, Chicopee, Massachusetts, 01021-0405, by first class mail postmarked no later than midnight of the third (3rd) business day following the signing of the Agreement. See the Notice of Cancellation for an explanation of this right on the reverse of this Agreement.

Customer / Authorized Agent Signature _____ Date _____

Chicopee Municipal Lighting Plant Agent Signature _____ Date _____



**CITY OF CHICOPEE MUNICIPAL LIGHTING PLANT
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LANDLORD'S CONSENT

The undersigned, owner of the above-described premises, for himself, his heirs, administrators, executors, successors, and assigns, hereby consents to the installation and use of the Appliance upon the terms and conditions hereinabove provided. The undersigned agrees to notify CMLP of any sale or transfer of the premises and to notify any prospective purchaser or tenant that title to the Appliance is in the name of CMLP.

The undersigned further agrees that present water heating equipment, if removed to permit the installation of the Appliance, shall be set aside in suitable storage space on the premises and that the CMLP shall not be liable for any cost of reinstallation of said equipment upon termination of the foregoing Agreement.

Property Owner / Authorized Agent Signature _____ Date _____
 Street Address _____
 City and State _____

NOTICE OF CANCELLATION

Date of transaction _____

1. Customer may cancel this transaction, without any penalty or obligation, within three (3) business days from above date.
2. In the event of cancellation, any property traded in, any payment made by Customer under the Agreement, and/or any negotiable instrument executed by Customer will be returned within ten (10) business days following receipt by CMLP of Customer's cancellation notice, and any security interest arising out of the transaction will be cancelled.
3. In the event of cancellation, Customer must make available to CMLP and its agent at his residence, in substantially the same condition as when received, any goods delivered to Customer under this Agreement; or Customer may, if he desires, comply with the instructions of CMLP regarding the return shipment of the goods at CMLP's expense and risk.
4. If Customer makes the goods available to CMLP and CMLP or its agent does not pick them up within twenty (20) days of the date of the notice of cancellation, Customer may retain or dispose of the goods without any further obligation. If Customer fails to make the goods available to CMLP or its agent, or Customer agrees to return the goods to CMLP or its agent and fails to do so, then Customer remains liable for performance of all obligations under this rental Agreement.
5. To cancel this transaction, mail via first class mail or hand deliver a signed and dated copy of this cancellation notice or any other written notice to the City of Chicopee Municipal Lighting Plant at 725 Front Street, PO Box 405, Chicopee, Massachusetts, 01021-0405 no later than midnight of _____.

I hereby cancel this transaction.

Customer / Authorized Agent Signature _____ Date _____

CURRENT RATES

The following rental rates and purchase prices are effective July 1, 2001 and are subject to change after the initial term of one (1) year, along with the Water Heater Tank Rental Program description and conditions upon thirty (30) days notice at sole discretion of CMLP.

For existing rental Customers, the monthly rent charge may be lower than current rates. Since our previous rental program was discontinued, we have made several rate adjustments to reflect the actual cost of providing this service. Please note that: (1) if you decide to upgrade to a new tank, or (2) should your tank fail and have to be replaced, or (3) upon transfer of ownership, our current rates effective immediately will be:

Tank Size	Current Monthly Rental Rate	Current Purchase Price
10-Gallon Tank Replacement Only	\$10.00 + Tax	\$1,000.00 + Tax
80-Gallon Residential Tank	\$10.00 + Tax	\$1,000.00 + Tax
120-Gallon Residential Tank	\$12.00 + Tax	\$1,200.00 + Tax
120-Gallon Special Replacement	\$20.00 + Tax	\$2,000.00 + Tax