



Dear Sir/Madam,

Re: Landlord Agreement Form

Elexicon Energy Inc. (Elexicon Energy) is an electricity distributor licenced by the Ontario Energy Board, the provincial regulator. We serve several communities in Ontario. As you have indicated that you are an owner and/or operator of rental properties in one of these communities, we are writing to provide you with important information about electricity service to these properties.

Section 2.8.3A of the Ontario Energy Board's Distribution System Code applies specifically to the landlord-tenant situation. In accordance with the aforementioned section, please find attached a Form of Contract with Elexicon Energy Inc. It is our hope and belief that this form of contract will simplify our interactions and ensure that Elexicon Energy Inc. is clear about how you wish your rental properties to be served after the closure of a tenant's account or when a unit has been vacated.

Please review the attached contract carefully and ensure to complete:

- the requisite parts of page 1,
- list your rental properties to which this contract is to apply in Schedule 'A' on page 5,
- indicate how you wish to proceed with these rental properties by selecting or foregoing to select Section 8 on page 3; and,
- specify which rate structure is to apply for your bills at these rental properties in Customer Choice – Blanket Election on page 6.

Sign on page 4 and return the contract promptly by one of the following methods:

Email to: CustomerCare@ElexiconEnergy.com
Fax to: 905-837-7861
Mail to: Elexicon Energy Inc.
Attn: Customer Care
55 Taunton Rd E
Ajax, ON L1T 3V3

If you have any questions, please contact Elexicon Energy Customer Care at 1-888-420-0070 or via email at CustomerCare@ElexiconEnergy.com.

Thank you for your cooperation and with regards,

Customer Care
Elexicon Energy Inc.

elexiconenergy.com

Office T (905) 427-9870 T 1 (888) 445-2881 F (905) 619-0210

Customer Care T (905) 420-8440 T 1 (888) 420-0070 F (905) 837-7861

55 Taunton Rd. E.

Ajax, ON L1T 3V3



LANDLORD AGREEMENT WITH ELEXICON ENERGY INC.

Effective date (date on which contract accepted by Elexicon Energy Inc.):	[To be completed by Elexicon Energy Inc.]
Assessed owner of the property/ies (hereinafter called the “ Owner ”):	
Authorized signing officer of the Owner:	
Owner’s principal business address:	
Owner’s mailing address (if different from above):	
Owner’s telephone number:	
Operator of the property/ies (if different from Owner) (hereinafter called the “ Operator ”):	
Authorized signing officer of the Operator:	
Operator’s principal business address:	
Operator’s mailing address (if different from above):	
Operator’s telephone number:	
Properties:	Landlord to complete Schedule “A” to this Agreement



1. Definitions
 - (a) “Landlord” is the Owner and, if there is a separate Operator, includes the Operator as well as the Owner.
 - (b) “Unit” means a property, or a portion thereof, owned or managed by the Landlord to which Elexicon Energy Inc. has delivered, is delivering or may deliver electrical service.
 - (c) “Tenant” means a person who has occupied, is occupying or will occupy a Unit.
2. The Landlord represents and warrants Schedule ‘A’ be a complete list of all of the properties owned or managed by the Landlord in Elexicon Energy Inc.’s service area. The Landlord agrees to notify Elexicon Energy Inc. promptly in writing, by phone or by submitting an update form online (if and when online forms are made available through Elexicon Energy Inc.’s website) of any changes to Schedule ‘A’ to this Agreement.
3. Conditions of Service
 - (a) The Landlord agrees to comply with Elexicon Energy Inc.’s published Conditions of Service as revised from time to time.
 - (b) The Landlord agrees that the Conditions of Service are part of this Agreement, and that the Conditions of Service and the terms of this Agreement govern the Landlord taking and Elexicon Energy Inc. delivering electrical service to any Units in all of the properties listed in Schedule ‘A’ to this Agreement.

NOTE: THE LANDLORD MAY CHOOSE TO HAVE SECTIONS 4 THROUGH 7 APPLY TO THIS AGREEMENT OR, ALTERNATIVELY, TO HAVE SECTION 8 APPLY TO THIS AGREEMENT. FAILING TO CHECK AND INITIAL THE BOX NEXT TO SECTION 8 WILL RESULT IN SECTIONS 4 THROUGH 7 BECOMING APPLICABLE.

4. **Except as provided for in Section 8 where the Landlord has checked/initialled the box in Section 8**, in the event that a tenant informs Elexicon Energy Inc. that it wishes to close or transfer its account with respect to a Unit, Elexicon Energy Inc. may, no less than three business days after the account is closed or transferred, disconnect service to the Unit. Elexicon Energy Inc. will attempt to notify the Landlord before disconnecting service, but a failure of the Landlord to receive such notification will in no way limit the Landlord’s obligations or Elexicon Energy Inc.’s rights under this Agreement.
5. The Landlord agrees to provide Elexicon Energy Inc. with unfettered access to its meters for the purpose of reading, examining, repairing or removing meters and disconnecting service in accordance with Section 4. In the event that Elexicon Energy Inc. finds that meter access is restricted and the Landlord fails to arrange immediate access for the purpose of disconnection upon Elexicon Energy Inc.’s request for such access, the Landlord shall be responsible for paying to



Elexicon Energy Inc. all charges for service supplied to the subject Unit from the date that the previous account for the Unit was transferred or closed and until the Landlord permits disconnection or another account is opened with respect to the subject Unit.

6. **Where the Landlord has not checked/initialled the box in Section 8, and Elexicon Energy Inc. has disconnected service in accordance with Section 4,** Elexicon Energy Inc. will reconnect service to a Unit upon request by the Landlord or by a new tenant provided that all applicable reconnection charges are paid and, where a Unit has been disconnected for more than six months, the Landlord must first have the Unit inspected and approved by the Electrical Safety Authority. For greater clarity, in the event that Elexicon Energy Inc. disconnects service because a customer account is not open (including as a result of a tenant closing or transferring its account in respect of a Unit), in order to obtain reconnection, the Landlord will be responsible for paying to Elexicon Energy Inc. all authorized charges related to disconnection and reconnection as set out in Elexicon Energy Inc.'s then current Tariff of Rates and Charges and the costs of any Electrical Safety Authority inspection or approval that is required prior to reconnecting service.
7. Elexicon Energy Inc. will not be responsible for any loss or damage occasioned by the connection or disconnection of service to a Unit in accordance with this Agreement. The Landlord hereby agrees to indemnify and hold harmless Elexicon Energy Inc. and its directors, officers, employees, subcontractors and agents against all claims in law and in equity for any loss, damage or inconvenience caused by such disconnection or reconnection.

8.



_____ [Initials]

By checking and initialling this box, the Landlord agrees to assume responsibility for taking delivery of and paying the authorized rates for any electrical service delivered to any Unit at any time where service to the Unit is available but a customer account is not open, or persons unidentified to Elexicon Energy Inc. use the service, or the Unit has been vacated but Elexicon Energy Inc. has not been asked to disconnect the service.

BY SELECTING THIS OPTION, THE LANDLORD ENSURES THAT ELEXICON ENERGY INC. WILL NOT DISCONNECT SERVICE TO A UNIT SOLELY AS A RESULT OF A TENANT CLOSING OR TRANSFERRING ITS ACCOUNT IN RESPECT OF A UNIT, AS DISCUSSED IN SECTION 4 ABOVE, PROVIDED THAT THE LANDLORD CONTINUES TO PAY FOR THE DELIVERY OF ELECTRICAL SERVICE TO THAT UNIT IN ACCORDANCE WITH THIS AGREEMENT.

9. Personal information about the Landlord collected pursuant to this Agreement may be used by Elexicon Energy Inc. to facilitate account opening, delivery of service, billing and collection.
10. It is agreed that the signature of the parties hereto will be binding upon their successors or assigns and that the transfer of ownership of the premises in which the Unit(s) is/are located will not release



the Landlord from this Agreement except at the option and by written consent of Elexicon Energy Inc..

- 11. This Agreement will not be binding upon Elexicon Energy Inc. until accepted by it through its proper officer, and will not be varied or affected by any agreement or representation of any agent or employee of Elexicon Energy Inc. unless in writing. This Agreement will continue in force for a period of one year from the date on which the Agreement is accepted by Elexicon Energy Inc. and will continue in force thereafter until terminated by at least one-month's notice in writing given by either party to the other.
- 12. Nothing contained in this Agreement will prejudice or affect any rights, privileges, or powers vested in Elexicon Energy Inc. by law or by any regulations made under any Act of Parliament.

The undersigned Owner and, if applicable, Operator (collectively, the "Landlord"), jointly and severally, and Elexicon Energy Inc. hereby agree to be bound by the terms and of this Agreement.

Acceptance by Owner:	
I, _____ am duly authorized to sign on behalf of	
Print Name	
_____ and do accept this Agreement as stated. _____	
Name of Corporation	Signature
Acceptance by Operator:	
I, _____ am duly authorized to sign on behalf of	
Print Name	
_____ and do accept this Agreement as stated. _____	
Name of Corporation	Signature
Accepted for Elexicon Energy Inc.: [To be completed by Elexicon Energy Inc.]	
by: _____ on _____.	
Print Name and Title	Date



SCHEDULE "A"

[Landlord to list the addresses of all properties in Elexicon Energy Inc.'s service area to which this Agreement applies and attach an additional sheet if necessary.]

1.
2.
3.
4.
5.
6.
7.
8.
9.



CUSTOMER CHOICE – BLANKET ELECTION

On October 13, 2020, the Ontario Energy introduced Customer Choice for certain Regulated Price Plan customers who pay Time-of-Use prices. This initiative allows these customers to opt out of Time-of-Use pricing in favour of tiered pricing starting November 1, 2020. For more information on Customer Choice, please visit www.OEB.ca/choice.

Section 3.5.8 of the Ontario Energy Board’s Standard Supply Service Code states:

3.5.8 *A distributor shall inform a consumer that has an eligible time-of-use meter of the option to be charged either tiered prices under section 3.3 or time-of-use prices under section 3.4 and provide the consumer an opportunity to elect one of those options, before:*

- (a) opening a new account for an RPP consumer; or*
- (b) charging prices under section 3.3 or 3.4 to an electing spot consumer that notifies the distributor under section 3.2.6 that the consumer no longer wishes to be charged spot market prices under section 3.2.2.*

For greater certainty, where a landlord makes a blanket election in respect of one or more rental properties that are subject to an agreement between the landlord and the distributor under section 2.8.3A of the Distribution System Code, the distributor is not required to notify the landlord of the option to be charged either tiered prices or time-of-use prices or to provide the landlord an opportunity to make an election each time responsibility for paying for continued service to a rental property covered by the blanket election is assumed by the landlord. The distributor shall ensure that the first bill issued to the consumer after the account is opened, or the first bill issued to the consumer after the last bill issued to the consumer under spot market prices under section 3.2.2, reflects the price structure chosen by the consumer, or if none is chosen, reflects time-of-use prices. Sections 3.5.2 to 3.5.7 do not apply in respect of an election under this section 3.5.8.

In accordance of with the aforementioned section, the Landlord makes the following blanket election in respect to all the rental properties in Schedule ‘A’:

- Time-of-Use pricing (default pricing without election)**
- Tiered pricing**

The undersigned Owner and, if applicable, Operator (collectively, the “Landlord”), jointly and severally, certify that the blanket election herein is accurate and understands that should there be, in the future, any change in the blanket election it is the responsibility of the Landlord to inform Elexicon Energy Inc. in writing.

Name of Owner/Operator	Signature	Date
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