Berkshire Gas
An Avangrid company

Terms and Conditions

1. The Berkshire Gas Company, ("the Company"), has the right to sufficient acceptable space at the Premises for the installation and service of the rental equipment. The Company reserves the right to refuse to rent, or continue to rent, equipment where the installation may be considered hazardous or not in compliance with acceptable codes, or when the account does not meet the qualifying lease criteria, even if there is pre-existing rental equipment present on the premises. The Company reserves the right to end any existing lease agreement, upon written notice, but without prior notification at any point, should the account not be compliant with the Terms & Conditions put forth in this agreement. The Company will, at all reasonable times, have access to the Premises for the purpose of inspecting and maintaining the equipment.
2. The Company will arrange to have the equipment installed at the Premises owned or occupied by You, or in case of a business account if the business is situated on a commercially rented space.
3. The Company reserves the right to increase the initial monthly rental fee upon thirty (30) days written notice, or upon a change of the equipment or a change in ownership of the Premises. The Company will bill You rental fees for the months of installation and termination, which will be calculated on a pro-rata basis. The rental fees will be due and payable monthly and in addition to the charges for gas used by the equipment.
4. This Agreement will commence on the date of installation of the equipment or any replacement thereof at the Premises. The term of the Agreement is specified on the front page hereof and will continue after such term expires on a month-to-month basis until one party gives the other thirty (30) days written notice of intention to terminate this Agreement. If you fail to sign this agreement or terminate this Agreement within sixty (60) months from the date of installation or replacement you will be responsible for the purchase of the remaining value of the appliance. The value of the equipment is equal to A) the original cost of the equipment plus installation plus reasonable profit markup plus B) overhead costs and capital recovery amortized over the term of the Agreement. Such right will be in addition to any other rights The Company may have against you arising out of a default or the termination of this Agreement. The Company reserves the right to terminate the initial sixty (60) month lease agreement, upon written notice, at any time, and may assign ownership of the equipment to the installation address.
5. You have the option to buy the equipment from the Company upon thirty (30) days written notice during the term of this Agreement or after the initial sixty (60)-month term has expired. The buyout price is set forth in section 4 (a) and (b) on this page.
6. The Company will, at its expense, make repairs solely to the leased water heater to keep it in efficient operating condition, subject to payment status. If the account is in arrears the account must be paid in full prior to repair service being provided, with the exception of emergency shut down / make safe requests, which will always be provided. The rental water heater being the water heater up to the connectors: being the customer's own water line, gas line and venting, subject to the following:

   a. In the event the equipment is defective, the Company will replace the equipment and pay a sum for installation of replacement equipment not to exceed the initial Installation Cost Allowance. Any other parts, system alterations, labor or overtime charges in excess of the initial Installation Cost Allowance are Your responsibility.

   b. No repairs and or maintenance to a customer's own property are provided, such as, but not limited to, water piping, gas piping, fixtures, venting, chimney repair or cleaning, drip trays, pressure-reducing valves or installation of expansion tanks, if applicable. The Company is not responsible for repairs or damages due to the property's water pressure or any and all flooding.

   c. You will pay for any repairs made necessary due to Your negligence or that of any person other than the Company.

   d. You will promptly notify the Company of any indication of defective operation of the equipment.

   e. The Company will not be responsible for any repairs or work performed unless previously authorized by the Company.

   f. That all costs and damages resulting from water damage to or from the equipment, and from or to Your property, set out in this contract is the sole responsibility of You.
7. You agree that You will:

   a. Not remove, transfer, tamper with, deface, adjust, repair, or otherwise change the equipment, or remove the tag attached thereto evidencing ownership by the Company, and agree not to permit any of the same.

   b. Not sell, assign, or underlet the equipment.

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c. Give the Company immediate notice of any attachment or other judicial process affecting the equipment.

d. Notify the Company of any proposed sale or transfer of the Premises and notify the prospective purchaser or occupant that the Company will retain title to the equipment, and the purchaser should make arrangements to purchase or continue to rent the equipment; and

e. In the event that the purchaser of the Premises does not enter into a new rental agreement for the equipment, the Company will offer the equipment for sale to the purchaser at any price and You will be responsible to remit the value of the equipment as described in No. 5 above, less any amount paid by the purchaser. If the Purchaser neither rents nor purchases the equipment, You will be responsible to remit the full value of the equipment as described in No. 5 above and the Company will have no obligation to remove, return or otherwise secure the equipment. Any removal of the equipment shall be Your responsibility.

8. You will assume responsibility for all plumbing costs pertaining to the State of Massachusetts Plumbing Codes. You also will comply with the rules and regulations established by the Secretary of the Department of Housing and Urban Development and authorized by the National Mobile Home Construction Act.
9. The Company's installation and maintenance obligations set forth in this Agreement are in lieu of all other warranties and guarantees, express or implied, except for warranties relating to the equipment's particular purpose. No manufacturer warranties or guarantees upon the equipment are available to You unless You purchase the equipment within the warranty period, in which case all inquiries should be directed to the Manufacturer.
10. You assume all risk of loss or destruction of the equipment during the Agreement. You agree to reimburse and save the Company from and against any loss or damage to the equipment and from and against any and all claims for injury or damage to persons or property arising out of the installation or use of the equipment, unless the same shall have been caused by the negligence of the Company, its employees, agents or independent contractors.
11. If You fail to pay the rental fee on the equipment or default in the performance of any of the other terms or conditions of this Agreement, the Company may terminate this Agreement on thirty (30) days written notice and bill You the purchase price of the water heating equipment according to section 4 (a) and (b) above, or You agree to provide the Company access to the Premises during the Company's regular business hours to disconnect and remove the equipment, all without liability arising on behalf of the Company. Failure to terminate this Agreement by reason of any such default shall not constitute a waiver of any other right the Company may have against You because of such default, or a waiver of any subsequent default.
12. Upon termination of this Agreement for any reason whatsoever, and the water heating equipment has not been purchased by You, You will surrender the equipment to the Company in good order and repair. The Company reserves the right to abandon the water heating equipment and transfer ownership to You with or without consideration on thirty (30) days written notice. In the event of such abandonment, the Company will no longer maintain, service, repair, replace, or be liable for the equipment.
13. The Company shall retain title to the equipment at all times during the term of this Agreement regardless of any transfer of the Premises in which the equipment is installed. The equipment is and shall at all times remain the personal property of the Company, notwithstanding the fact that the equipment is or may become affixed to real property or improvements thereon.
14. When the Company is required to provide You with written notice under this Agreement, such notice will be mailed postage prepaid to You at the address specified on the front page of this Agreement.
15. This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors, and assignees. In the event there are multiple Property Owners, each owner shall be fully liable for this Agreement.
16. A new signed Rental Agreement is required when the equipment is replaced. In the event of a transfer of ownership of the Premises or Business where the equipment is located a new signed Rental Agreement is required. The Property Owner is required to inform the Purchaser of the Premises of the requirement.
17. In the event it becomes necessary for the Company to seek legal enforcement of the terms and conditions of this Agreement, the Property Owner shall bear all costs, including reasonable legal fees and court costs incurred by the Company, for such enforcement.
18. In the event the rental equipment has been removed by You or Your designee for any reason after the term of this Agreement, You are responsible for the cost of removal of the rental equipment. If removed during the term, or You are planning to replace the rental equipment with Your own Equipment refer to No. 5 above.

19. Rental fees paid on rented equipment removed by You without prior notification of such removal, in writing to the Company, are non-refundable.
20. Any changes made by You to the Agreement will be considered null and void.

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