THE UNIVERSITY OF BRITISH COLUMBIA

UTILITY SERVICES AGREEMENT

Project: ____________________________
Site: ____________________________
Billing name / mailing address: __________________________________________
______________________________________________________________________

Please sign this Agreement and return it completed with a cheque to:

UBC Utilities
2040 West Mall, Vancouver, BC V6T 1Z2

UBC Utilities will provide the utilities listed below as set out in this Agreement.

1. The customer shall sign this Agreement acknowledging that s/he has read and will abide by the provisions set out herein.

2. Billing Period shall mean a period from 27 to 35 consecutive days between two regular meter readings.

3. A security deposit of $4,000 for electrical supply and/or $1,000 for water and/or $4,000 for gas is required before utilities services are provided to the Customer. UBC Utilities will not pay interest on any security deposit.

4. UBC Utilities shall provide bills for each billing period but failure to provide a bill, or a correct bill, shall not release the Customer from liability for payment of any amount.

5. Each bill shall become due one business day after being delivered to the Customer and shall become overdue if it is unpaid, in whole or in part, by the Customer 15 days from the day the bill is due.

6. Any unpaid amount in any overdue bill shall be subject to interest at the rate of three percent (3%) per month from the last day of the applicable Billing Period until the payment is made.

7. Ten days after giving the Customer notice that a bill is overdue, UBC Utilities may suspend the supply of any and all utilities at any or all Customer sites until all bills are paid in full. No such suspension shall relieve the Customer from any provision of this Agreement, including the payment of any amount payable, nor shall suspension be deemed to be a termination of this Agreement.

8. The Customer shall be required to pay a reconnection fee of $500 in the event that services were suspended pursuant to clause 7.

9. UBC Utilities may appropriate an amount equal to any overdue amount of any bill from the security deposit. The full amount of the security deposit must be re-established before bills are considered paid in full.
10. The security deposit will be returned only when all bills are paid in full and a completed 'Building Turnover Information for Utilities' form is submitted with all requirements met.

11. UBC Utilities will provide all metering equipment and backflow prevention devices and it shall remain the property of UBC Utilities. This equipment shall not be moved or removed without prior consent of UBC Utilities.

12. The Customer shall act as a prudent owner and protect the meter(s) and backflow devices from damage, including frost damage, and will pay UBC Utilities the cost for repairing or replacing meter(s) and backflow devices missing or damaged. Accidental removal or damage shall be immediately reported to UBC Utilities.

13. UBC Utilities, but not the Customer, may test, calibrate, remove, substitute or otherwise change the revenue metering.

14. Should the revenue metering fail to register correctly or for any reason meter readings are unobtainable, the amount of utility services supplied will be estimated by UBC Utilities from the best information available.

15. To the extent that it may be necessary, the Customer hereby grants UBC Utilities the free and uninterrupted right to access the Customer's site.

16. UBC Utilities may, without notice to the customer, suspend services for the purpose of protecting against harm to human life or property of any person.

17. UBC Utilities may, without notice to the Customer, deliberately or unintentionally suspend utility services to the Customer in the event of a breakdown of any component of UBC Utilities’ system.

18. UBC Utilities may, after notice to the Customer in writing or otherwise, suspend utility services to the Customer for the purpose of maintenance or improvement of UBC Utilities’ systems.

19. UBC Utilities does not warrant a continuous supply of utilities or the maintenance of Voltage, frequency, pressure or temperature and UBC Utilities shall not be liable for any loss, injury, damage or expense of the Customer caused by or resulting from the same.

Customer Representative:

Name (print): ________________________________

Signature: ________________________________

Company: ________________________________

Telephone: ________________________________

Date: ________________________________