

CONTRACT TO BUY ELECTRICITY FOR A HOME

See [section 2](#) for what different words mean in this Contract.

1. What you are buying and from who

Energy Retailer information	<p>RiteRate.ca is not your Electricity Utility. We are licensed by the Ontario Energy Board to sell electricity. Our licence number is ER-2016-0221.</p> <p>Section 7 tells you how to contact us for different reasons.</p>
Your information	<p>Name: @el_name Email: @el_email Daytime Phone: @el_day_phone Home Phone: @el_home_phone Your Utility Area: @el_utility_area Your Utility Account: @el_account_number @el_premise_number</p>
Address of the Home to be supplied under this Contract	<p>Address: @el_service_address</p>
Contract Price: What you pay for electricity under this Contract	<p>Type of Contract Price: <input type="checkbox"/> Fixed price <input type="checkbox"/> Variable price <input type="checkbox"/> Flat price <input type="checkbox"/> Other We call this: @el_product_selected @el_contract_details</p> <p>Section 4.2 tells you more about the Contract Price. It also tells you what part of your electricity bills the Contract Price covers.</p>
Other energy costs: Charges you will continue to pay to others	<p>The Contract Price is only for part of your total electricity bill. You will remain responsible for paying other charges to have electricity delivered to the Home. You will also remain responsible for paying your share of the Global Adjustment. The electricity Price Comparison that we gave you with this Contract shows you an estimate of the Global Adjustment. The amount of the Global Adjustment can change every month.</p> <p>Section 4.3 tells you more about these other charges, including where to find more information about the Global Adjustment.</p>

Contract Length	<p>The Contract Length starts on the Contract Start Date.</p> <p>You will be buying your electricity from RiteRate.ca for: <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 5 years <input type="checkbox"/> Other: @el_other</p>
Contract Start Date	<p>This Contract will start on the day you start to get electricity under the Contract.</p> <p>Section 3.3 tells you how long it should normally take for that to happen.</p>
Your right to change your mind	<p>After you enter into this Contract, you have 10 days to change your mind. The Energy Consumer Protection Act gives you this right. If you tell us that you have changed your mind in those 10 days, the Contract will end. You will not have to pay a Cancellation Fee.</p> <p>Section 5.1 tells you about your right to change your mind.</p>
Your rights to end this Contract	<p>You can end this Contract for different reasons. If you end the Contract more than 30 days after you get your second bill under the Contract Price, you may have to pay a Cancellation Fee.</p> <p>Section 5.2 tells you about your rights to end this Contract. Section 5.3 tells you about Cancellation Fees.</p>
Our rights to end this Contract	<p>We can end this Contract for different reasons. If we end the Contract, you may have to pay an Early Exit Fee.</p> <p>Section 5.4 tells you about our rights to end this Contract. Section 5.5 tells you about Early Exit Fees</p>

2. What words mean in this Contract

“We”, “us” and “our” refer to Rite Rate.

“You” and “your” refers to the person whose name is set out beside “Your information” in [section 1](#).

“Account Holder” is the person whose name is on the Electricity Utility bills for the Home.

“Cancellation Fee” is what you may have to pay if you end this Contract for no reason more than 30 days after you get your second bill with the Contract Price.

“Contract Length” is how long this Contract will last.

“Contract Price” is what you agree to pay under this Contract for electricity that you buy from us for the Home.

“Early Exit Fee” is what you agree to pay if we end this Contract.

“Electricity Utility” is the electricity company that runs the wires that bring electricity to the Home. An Electricity Utility is also called a distributor or a distribution company.

“Energy Consumer Protection Act” is the [Energy Consumer Protection Act, 2010](#) and any regulation made under that Act.

“Home” is the property that is supplied with electricity under this Contract as shown in section 1.

3. Supply of electricity and billing

3.1 You are the Account Holder or the Account Holder’s spouse or agent

You have told us that:

- a. you are the Account Holder for the Home;
- b. you are the spouse of the Account Holder for the Home; or
- c. the Account Holder has given you permission to enter into this Contract to supply electricity to the Home.

3.2 Enrolling you as a new customer

Before we provide electricity for the Home, we have to take two steps.

Step one: We must enrol you as a new customer.

Step two: We will ask your Electricity Utility to switch you to the Contract Price for the electricity used in the Home. This switch is a change to the supply arrangement information on your Electricity Utility account, and will not interrupt electricity service to the Home.

You agree that we can act as your agent for the purpose of asking your Electricity Utility to switch you to the Contract Price and for the purposes of arranging for the supply of electricity used in the Home and managing this Contract. You also agree that your Electricity Utility can give us information about the electricity account for the Home that we need in order to enrol you and to manage this Contract.

3.3 Start date of supply

We will start supplying electricity to the Home under this Contract after your Electricity Utility has finished switching you to the Contract Price.

Normally, we will start supplying the Home under this Contract within 120 days from when Electricity Utility finishes switching you to the Contract Price.

We do not control how fast your Electricity Utility will do the switch. Some of the reasons why it can take longer for us to start supplying your electricity are:

- a. Mistakes in the information that we have about you
- b. If your Electricity Utility does not tell us they have done the switch
- c. If your Electricity Utility takes longer than usual to do the switch for any other reason that we cannot control

3.4 Delivery and billing

Your Electricity Utility will continue to deliver electricity to the Home. They will also continue to read your natural electricity meter.

Your Electricity Utility will also normally continue to bill you on our behalf for electricity supplied to the Home under this Contract. Your electricity bills will be sent to you in accordance with your Electricity Utility's usual requirements and schedules for things like billing and payment dates and security deposits. However, you may no longer be able to stay on your Electricity Utility's equal payment plan.

We reserve the right to bill you directly.

4. Contract Price and other energy costs you will continue to pay

4.1 Agreement to buy from us

You agree to buy from us all of the electricity used at the Home, other than any electricity that is supplied by a generator that is on or directly connected to the Home.

Your agreement to buy from us lasts until the end of the Contract Length. The Contract Length is shown in [section 1](#).

4.2 Contract Price: What you pay for electricity under this Contract

You agree that you will pay the Contract Price for the electricity that you buy from us. The Contract Price is shown in [section 1](#). It includes:

The price for the electricity used in the Home. Electricity use is measured in kilowatt hours or "kWh".

Any other charge listed in [section 1](#) as part of the Contract Price.

4.3 Other energy costs: Charges you will continue to pay to others

There are other charges that you will continue to pay in addition to the Contract Price.

These other charges are:

What you have to pay your Electricity Utility to bring electricity to the Home.

Your share of the Global Adjustment. More information about the Global Adjustment is in the electricity Disclosure Statement and Price Comparison that we gave you with the Contract. It is also explained on the Ontario Energy Board's website at <https://www.oeb.ca/rates-and-your-bill/electricity-rates/understanding-your-electricity-bill>. The Ontario Energy Board is the independent government agency that regulates the electricity and natural gas sectors in Ontario.

Taxes

4.4 How you pay, deposits, late payments etc.

RiteRate.ca reserves the right to bill you directly. While we primarily bill you through your utility, there may be instances where we need to bill you directly. If we do so, we will send you a monthly bill for applicable charges, with payment terms indicated on the invoice. Please note that you may be responsible for any failure to pay, including charges for dishonoured cheques, and all legal and collection costs.

5. Ending the Contract

5.1 You can change your mind about this Contract

The [Energy Consumer Protection Act](#) says that you have 10 days to change your mind about this Contract. This is called the "cooling off" period. It starts when you enter into this Contract. If you tell us that you have changed your mind in those 10 days, this Contract will end. You will not have to pay any Cancellation Fee. And if you paid us any money under the Contract, we have to give you a full refund.

5.2 You can end this Contract if...

The [Energy Consumer Protection Act](#) says that you can end or "cancel" this Contract for different reasons if you want to.

You can end this Contract up to 30 days after you receive the second bill that is charging you the

Contract Price. You will not have to pay any Cancellation Fees. But you have to pay those bills.

You can also end this Contract for any of the 7 reasons below. You will not have to pay any Cancellation Fees:

1. If you move out of the Home for good.
2. If this Contract does not meet the rules in the [Energy Consumer Protection Act](#) or the rules set by the Ontario Energy Board.
3. If we did something that the [Energy Consumer Protection Act](#) says is an unfair practice.

Some of the unfair practices are:

- a. If we said something that is not true or that can mislead you
 - b. If you are not the Account Holder or the Account Holder's spouse or agent
 - c. If we did not follow the Ontario Energy Board's consumer protection rules
4. If you already had a contract with another energy retailer when you entered into this Contract. This right to end this Contract only exists until the day the other contract ends.
 5. If the [Energy Consumer Protection Act](#) says that we have to record a telephone call or an internet transaction that we or someone acting for us have with you, and we do not give you a copy within 10 days after you ask for it.
 6. If this Contract is changed, renewed or extended at a time when we have not given the Ontario Energy Board information that we must give them each year.
 7. If we automatically renew or extend this Contract.

The [Energy Consumer Protection Act](#) also says that you can end this Contract at any other time for no reason. You have to give us 10 days' notice that you want to end this Contract for no reason. In this case, we can charge you a Cancellation Fee (see [section 5.3](#)).

Nothing in this Contract can take away or change any of the rights to end the Contract that the [Energy Consumer Protection Act](#) gives you.

5.3 Cancellation Fees

If you end this Contract for no reason more than 30 days after you receive the second bill that is charging you the Contract Price, we will not charge you a Cancellation Fee.

5.4 We can end this Contract if...

We can end this Contract for different reasons:

1. At our discretion, if you are in default of your payments
2. At our discretion, if you use more than 150,000 kWh of electricity per annum
3. At our discretion, if your utility continually cancels our enrolment of your account for reasons beyond our control (such as past due amounts on the account, being enrolled with another marketer, and so on)

4. We are required to cancel the Contract for regulatory or legal reasons
5. Events or circumstances beyond reasonable control (Force Majeure)

5.5 Early Exit Fees

There are no Early Exit Fees nor are there any Cancellation Fees.

6. Transferring the Contract

At its sole decision, RiteRate.ca may assign this Contract to a third party. In the event that the RiteRate.ca assigns this Contract to a third party, the third party may choose to bill you directly for the electricity supplied under this Contract. RiteRate.ca may also use this Contract as security to obtain a supply of electricity for you. If you want to assign this Contract, you cannot assign this Contract to someone else without the written consent of RiteRate.ca.

7. How to Contact Us...

7.1 If you have a complaint or question

Phone: 416.862.0504 or toll free at 1.877.866.8056

Email: service@riterate.ca

Fax: 905.695.5249 or toll free at 1.866.323.9845

In person: 372 Bay Street. Suite 301, Toronto, ON M5H 2W9

7.2 To renew or extend this Contract

While we don't renew or extend Contracts, feel free to call us if you have any questions at the information above.

7.3 To change your mind or end this Contract

Email: service@riterate.ca

Fax: 905.695.5249 or toll free at 1.866.323.9845

In person: 372 Bay Street. Suite 301, Toronto, ON M5H 2W9

8. Making changes to this Contract

We cannot change this Contract without first asking you if you agree. If we want to change the Contract, we will send you the change in writing or ask you about it over the phone. If you agree to the change, we will send you a copy in writing. After you get that copy, you have 20 days to change your mind and tell us that you do not want the change after all.

9. Personal information

RiteRate.ca takes your information and privacy seriously. Beyond information exchanges outlined in [section 3.2](#), if you signed up through a RiteRate partner program (like with a promotion code or through another discount site), your sign up information may be shared with the respective partner organization. Other than that, your personal information is limited to the confines of our affiliated group of companies. If we believe a sister company of ours has an offer worth considering, then, acting reasonably, your contact information may be shared, but only if we have an affiliate relationship with the company.

10. Ontario’s System-Wide Electricity Supply Mix: 2016 Data

Electricity Facts	
Electricity Sources	Ontario’s Electricity Mix*
Water Power	23.3%
Alternative Power Sources	9.5%
Solar	2.2%
Wind	6.8%
Biomass	0.5%
Waste	0%
Nuclear Energy	58.5%
Natural Gas **	8.2%
Other	0.4%
<p>*Includes both Tx (direct) and Dx (embedded connected generation (Ontario Ministry of Energy))</p> <p>**Includes dual-fuelled facilities that are predominantly natural gas (e.g., Lennox Generating Station).</p> <p>Note: Figures may not add to 100% due to rounding.</p>	