

<b>Customer Information</b>			
Company Name (the “ <i>customer</i> ”):			
Primary Contact Person(s):			
Business Mailing Address:			
Telephone Number:			
E-Mail Address:			
<b>FOB / Vehicle Information</b>			
FOB Number Utilities Kingston Supplied	Make/Model	Description/Number	Cab Colour
Number of Axles	ECA or MOE Number	Tank Volume	Liters or Gallons?

## Terms of Agreement

1425445 Ontario Limited ("**Utilities Kingston**") owns a waste water receiving facility at 947 Highway 2 (the "**waste water receiving facility**"). Each *customer* must fully complete and submit this agreement prior to entering on or using the *waste water receiving facility*.

### 1. FOBs

- (a) The *customer* must purchase and maintain one FOB for each vehicle that it owns or operates that it intends to enter on or use the *waste water receiving facility*.
- (b) The *customer* must pre-pay funds to a waste water receiving account with *Utilities Kingston* for each FOB it obtains and maintains.
- (c) The *customer* must give access to its waste water receiving account to each of its assigned FOBs.
- (d) The *customer* must obtain, maintain and assign one FOB for each particular vehicle it intends to enter on or use the *waste water receiving facility*.
- (e) The *customer* and its employees, contractors and other FOB users (each a "**user**" and collectively "**users**") must only use a FOB assigned to a particular vehicle when that particular vehicle is at the *waste water receiving facility*.
- (f) The *customer* must monitor the balance on its waste water receiving account at the *waste water receiving facility*.
- (g) The *customer* may make payments over the phone by credit card by calling 613-546-1181 x2337 or visiting the *Utilities Kingston* website as of February, 2024. Please allow 48 hours for payment processing.
- (h) Provided that the *customer* has sufficient balance on its waste water receiving account and is in compliance with its obligations under this agreement, the *customer* and its employees, contractors and other FOB users (collectively,

“**users**”) may use a FOB to enter on and use the *waste water receiving facility*.

## **2. Additional/Lost/Damaged FOBs**

- (a) The *customer* is solely responsible for loss of or damage to its FOBs.
- (b) The *customer* must immediately notify *Utilities Kingston* when it becomes aware that a FOB has been lost so that *Utilities Kingston* may deactivate it.

3. If the *customer* requires a FOB, including a replacement or additional FOB, the *customer* must pay the fee found on the *Utilities Kingston* website or as set out in *City of Kingston By-Law Number 2012–22*.

## **4. Refund of Unused Balance**

- (a) The *customer* may request that *Utilities Kingston* refund an unused balance on a waste water receiving account.
- (b) If the *customer* requests that *Utilities Kingston* refund an unused balance on a waste water receiving account, the *customer* must pay the fee established by *Utilities Kingston*, found on the *Utilities Kingston* website or set out in *City of Kingston By-Law Number 2012–22*, and hereby authorizes *Utilities Kingston* to deduct the amount of such fee from the *customer’s* waste water receiving account for that purpose.
- (c) *Utilities Kingston* will refund to the *customer* an unused balance on its waste water receiving account by issuing a cheque within 10 business days.

## **5. Care and Operation at the Waste Water Receiving Facility**

- (a) The *customer* and its customers, contractors and other FOB users (collectively, “**users**”) may enter on and use, on a non-exclusive basis, the *waste water receiving facility*, provided that the *customer* complies with, and ensures that all of its *users* comply with, all terms of this agreement.
- (b) When the *customer* or its other *users* uses the *waste water receiving facility*, it must pay the rates established by *Utilities Kingston*, published on the *Utilities Kingston* website or set out in *City of Kingston By-Law Number 2012–22*, and hereby authorizes *Utilities Kingston* to deduct the equivalent number of loads from

the *customer's* waste water receiving facility account for that purpose.

- (c) The *customer* is liable for the acts and omissions of its other *users*.
- (d) The *customer* must indemnify and hold harmless *Utilities Kingston* from and against any and all liability, by whomever made, including for third party bodily injury (including death), personal injury and property damage, in any way arising from, based upon, or attributable to anything done or omitted to be done by the *customer* or any *user* in the course of performance of the *customer's* obligations or otherwise in connection with this agreement.
- (e) The *customer* represents and warrants that it accepts the *waste water receiving facility* on an "as is" basis from and after the execution of this agreement and that it has satisfied itself as to the conditions of the *waste water receiving facility* for its purposes.
- (f) In exercising its rights under this agreement, the *customer* and its other *users* must act in a prudent, expeditious and reasonable manner so as to minimize, to the extent reasonably possible, interference with *Utilities Kingston's* and any other users of the *waste water receiving facility*.
- (g) The *customer* and its other *users* must not bring into or permit to be present in the *waste water receiving facility* any pollutants, except to the extent in compliance with and within level permissible under law.
- (h) The *customer* and its other *users* must comply with *City of Kingston By-Law Number 2008–192*.
- (i) *Utilities Kingston* may audit any waste water received from the *customer* at the *waste water receiving facility* and may refuse to accept any waste water which does not comply with *City of Kingston By-Law Number 2008–192* or any other law.
- (j) All property, whether belonging to the *customer* or one of its other *users*, brought or kept on a *water filling station* will be so brought or kept at the sole risk of the *customer*.
- (k) A *user* must follow the instructions mounted beside the keypad or displayed elsewhere at a *waste water receiving facility*.
- (l) If the *customer* or one of its other *users* breaches an obligation under this agreement or identifies any other problem at the *waste water receiving facility*, the

*customer* must notify *Utilities Kingston* at 613-546-1181 x2337.

- (m) A *user* must submit a completed and legible Septage Manifest for each load delivered to the on-site drop box.
- (n) ***Utilities Kingston* may restrict or revoke the licence granted to the *customer* and its other *users* under this agreement or may terminate this agreement at any time by giving notice to the *customer* at the contact information set out above in this agreement, provided that section 4 and clauses 5 (c), (d) and (e) will survive any termination of this agreement.**

I, \_\_\_\_\_, the *customer*, hereby agree to the above terms of this agreement.

Utilities Kingston Office Use	
Processed By:	Date: