

## AGREEMENT

Between:

\_\_\_\_\_ Unit: \_\_\_\_\_  
6555 Falconer Drive,  
Mississauga, Ontario (the "Member")

-and-

**Tecumseh Co-operative Homes Inc.**  
6555 Falconer Drive,  
Mississauga, Ontario (the "Co- op")

MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20

WHEREAS the Member has expressed a desire to install a central air-conditioning system in the above unit,

AND WHEREAS the Member agrees that the Co-op shall not bear any responsibility for the installation, operation, servicing, repair, insurance of or removal of such system;

THEREFORE that the Member agrees to the following conditions:

### **A: CONDITIONS FOR INSTALLATION:**

1. That the air-conditioning system must be installed by a qualified installer at the Member's own expense.
2. Any changes to the furnace motor and plenum must be inspected and approved by Consumers Gas.
3. Any additions or changes to the electricity in the unit be inspected by an inspector from the Mississauga Hydro Commission.
4. Copies of the above approvals must be submitted to the Co- op to be kept in the Member's file at the Co- op Office.
5. The cooling unit/compressor must be placed at the rear of the unit at least ~ feet from the neighbours adjoining fence. It is to be placed at ground level on a concrete slab. AIR CONDITIONING UNITS CANNOT BE MOUNTED OR ATTACHED TO THE UNIT.
6. Central air-conditioning units installed must have a noise level of NO MORE THAN 78 DECIBELS, therefore a copy of the specifications of the unit to be installed must accompany the request for installation to the Board of Directors for approval.

**B: CONDITIONS FOR REMOVAL:**

- 1. The plenum of the furnace is to be put back to its original condition at the member 's own expense.
- 2. Any penetrations to the outside of the unit must be repaired at the Member ' s own expense. This work must be done in a professional manner to the satisfaction of the co-op.

**C: COST OF OPERATION, REPAIR AND SERVICE:**

- 1. The Member shall be completely responsible for the costs of operation, repair and service of the air-conditioning system.
- 2.. The Member shall carry insurance to indemnify the Co-op in the event of injury or damage resulting from .the air air-conditioning system.

**D: CONDITIONS FOR LEAVING SYSTEM:**

- 1. When a Member leaves his or her unit and does not wish to remove the air-conditioning system, the co-op is under no obligation to make any payment for it, nor to assume any responsibility for it.
- 2. The departing Member may make an arrangement with the in-coming Member ~or purchase or otherwise use of the air-conditioning system, however the in-coming Member is under no obligation to do so.
- 3. If the in- coming Member wishes to operate the air-conditioning system already installed, the in-coming Member must enter into a new Air-conditioning System Agreement with the Co-op.
- 4. If the in-coming Member does not wish to use the air-conditioning system the out-going Member must remove the system and adhere to all conditions for removal of the system covered under section B of this agreement.

I have read and understand all of the above conditions respecting the installation, operation, servicing, repair, removal and transfer of a central air-conditioning system in unit # \_\_\_\_\_  
6555 Falconer Drive, Mississauga, ONTARIO.

WITNESS:

Member:

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**TECUMSEH CO-OPERATIVE  
 HOMES INC.**