- 3. Company and its agents and employees shall have the right to enter the premises where the water heater(s) is (are) installed, at a reasonable time of day, for the purpose of inspecting, servicing, or removing the water heater(s).
- 4. Customer assumes all risk of loss of and damage to the water heater(s) during the time of this Lease and Company shall not be liable for any damages resulting from the use of the automatic water heater(s) by the Customer. The Customer will not move, transfer, relocate, tamper with, adjust or repair the automatic water heater(s) without written permission from Company. If permitted by Company, the cost of moving or relocating the automatic water heater(s) shall be at the Customer's expense.
- 5. Company shall not be responsible for the maintenance of any equipment other than the automatic water heater(s) and its (their) incorporated controls. Neither by inspection nor nonrejection nor in any other way does Company give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structure, equipment, wires, pipes, appliances or devices installed or maintained by Customer or leased by the Customer from other parties.
- 6. In the event of default of payment of any monthly installment of rental, the full amount of the rental remaining unpaid, shall, at the option of the Company, become due and payable, and the Company may, without prejudice to any other claims or rights that it may have hereunder, terminate this Lease by giving twenty-four (24) hours' written notice to the Customer, and upon any such termination or upon termination as hereinafter otherwise provided, the Company shall have the right to disconnect and remove the automatic water heater(s).
- 7. Either party may terminate this agreement after five full years from date hereof by notice to the other, but in any event the Customer shall surrender the water heater(s) to Company upon termination, in the same condition the water heater(s) was (were) in at the time of installation, ordinary wear and tear excepted.
- 8. It is expressly agreed that the Company shall retain the title to said property at all times, that the water heater(s) will be plainly marked as being the property of Company and the Customer agrees that it will not deface or remove or permit the defacement or removal of such marking during the term hereof; it is distinctly understood and agreed that the water heater(s) shall remain personal property and not be considered as having been permanently affixed to realty.



1/23/69 Rev.

(Continued on next page)