

**BUILDER REGISTRATION CHECK LIST**

- \_\_\_ Registration fee of **(NS-\$805.00) (PEI-\$798.00) (NB & NL \$791.00)** – HST included
- \_\_\_ Application for Registration
- \_\_\_ Personal Guarantee (for all principals of the Company)
- \_\_\_ Standard form for spousal disclosure (if required)
- \_\_\_ Two Agreement with Builders
- \_\_\_ Financial Information (Personal Net Worth Statement)
- \_\_\_ A letter of good standing with the Workers Compensation (if applicable)
- \_\_\_ Proof of evidence of liability insurance for a minimum value of \$1,000,000.

**(A)-STANDARD - TECHNICAL ABILITY/CHARACTER (ANY 2)**

Listed in order of preference:

- \_\_\_ Three customer references (**enclosed form**)
- \_\_\_ Reference from registered builder member of AHW
- \_\_\_ Journeyman’s/Carpenter Certificate
- \_\_\_ Inspection report “code compliance” on units under construction
- \_\_\_ Detailed resume of applicants past/proposed activities

**(C)-STANDARD - CREDIT (ANY 2)**

Listed in order of preference:

- \_\_\_ Bank Information Form
- \_\_\_ Two trade references from suppliers or subcontractors (**enclosed form**)
- \_\_\_ Letter from bank (credit reference)
- \_\_\_ Satisfactory credit report on the applicant

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If enrolling a home at the time of registration, include:

<b><u>7 YEAR WARRANTY</u></b> <b>(\$632.80 NB &amp; Nfld.) (\$644.00 NS) (\$638.40 PEI)</b> HST included
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**INSPECTIONS:** (NB & Nfld. **\$141.25**) per inspection (NS - **\$143.75**) (PEI - **\$142.50**) HST included

*\*Condominium projects are to be assessed on an individual basis.*



15 OLAND CRESCENT  
HALIFAX, NS B3S 1C6

### Builder Application - Registration

*(This application shall be completed and filed with AHW  
by any applicant applying for separate membership in AHW)*

#### 1. Identification of Applicant

- (a) NAME or COMPANY NAME: .....
- (b) ADDRESS: .....  
.....POSTAL CODE .....
- (c) TELEPHONE NO. Bus. ....Res.....  
CELL. .... FAX. ....  
EMAIL ADDRESS .....

#### 2. Type of Business Organization

- (a) Company..... (b) Sole Proprietorship..... (c) Partnership.....

#### 3. Officers and Principals of Applicant

(a) Name, address and title of the owner/Principal who will be in charge of or responsible for operations in the area of which membership application is being made:

Name: ..... Date of Birth.....  
Address: .....  
Tel#: ..... SIN: .....

(b) Name and address of principals who beneficially own (directly or indirectly) 10% or more of Applicant:

- 1. .... Tel#.....
- 2. .... Tel#.....
- 3. .... Tel#.....
- 4. .... Tel#.....

#### 4. Authorized Representative (the name of the person who will be authorized to vote at AHW's meetings)

.....

#### 5. Prior Registration

Has the Applicant or any of the Principals ever:

- (a) Been associated with an application for registration which was refused by any other registration committee of any similar Organization:  
.....
- (b) Been associated with an Applicant which was expelled from a Home Warranty Organization in any other jurisdiction and if so, under what name and by which warranty office.

.....  
(c) Been refused a Bond?  
.....

(d) Been previously registered as a builder with AHW or any other Warranty Organization?  
.....

**6. Business History of the Applicant(s) and Principal(s) (Use additional pages if necessary)**

(a) Business operations in the construction industry for past five years:  
.....  
.....

(b) Volume of home building - approximate number of homes built in preceding three calendar years by Applicant and/or Principals.

20..... 20..... 20.....

(c) If Applicant and/or Principals have been in the construction business for less than three years, please state business activities for the two years prior to starting in the construction business: (Use additional pages if necessary.)  
.....  
.....

**7. Location of Construction Activities**

(a) Principal location (City or Town) of present activities of applicant:  
.....

(b) Other locations in which Applicant has or is conducting home building or home sales operations:  
.....

**8. Memberships**

(a) Membership in trade or professional associations connected with the construction industry:

Applicant:  
.....

**9. Bankruptcy or Forced Accommodation**

(a) Has the Applicant or any of its principals ever filed for bankruptcy or made a forced accommodation?

Yes..... No.....

If so, when, where and describe circumstances. (Use additional pages if necessary.)

(b) Are there any Judgements outstanding against the Applicant or any of its principals?

Yes..... No.....

If yes, provide details  
.....

.....

**10. Claims Against the Applicant and/or Principal**

Has the Applicant or any of its Principals ever been required by a Court or arbitration proceeding to pay a claim or do work in excess of \$500.00 to a home purchaser arising out of construction defects?

Yes..... No.....

Claim Disposition

.....

**11. Inventory Homes**

List homes in inventory and indicate stage of construction (i.e. basement, framing, complete, etc.).

.....  
.....

**12. Security Deposits**

Such bond or other security as AHW deems appropriate, in a form acceptable to AHW will be required in the event that the Applicant cannot or does not meet the minimum requirements as set out in the Rules & Regulations of AHW.

I/we represent and warrant that all of the above information is true.

I/we agree that (A) all information provided on this form may be used and disclosed by AHW for the purpose of assessing this application, and for reassessing AHW membership from time to time; (B) AHW may collect Equifax reports and financial information from banks and other financial institutions for such assessment and re-assessment; and (C) all identification and contact information may be used and disclosed by AHW for administration of AHW including warranty matters and claims, and identifying the applicant as a member of AHW (if accepted).

AHW will provide a copy of AHW's Privacy Policy upon request.

IN WITNESS WHEREOF this application has been executed by or on behalf of the

Applicant this ..... day of..... 20.....

.....

(Applicant)

**NOTE:**

Please refer to the Builder registration checklist for help in completing all the required material.

Please allow 1-2 weeks for processing.

Registration fees are non-refundable after date of Registration.

\*Application withdrawn or rejected for any reason will be subject to a \$100.00 +HST (PEI + GST) administration fee.

Financial Statements will be required at renewal for a minimum of 3 years.

ATLANTIC  
HOME  
WARRANTY



Rev. 04/15

## AGREEMENT WITH BUILDER

**THIS AGREEMENT MADE BETWEEN:** **ATLANTIC HOME WARRANTY ("AHW"),**  
a body corporate, carrying on business in the Atlantic Provinces  
  
...and...

NAME or COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POSTAL CODE \_\_\_\_\_ FAX NO. \_\_\_\_\_

### ("THE BUILDER")

The parties agree as follows:

#### 1. INTERPRETATION

In this Agreement, the following terms shall have the meaning set forth in this Section.

- 1.1 "Homeowner" means a person who contracts with the Builder for the construction of a *Home*, and person(s) who become registered owners of the *Home* during the term of any *Limited Warranty* issued in relation to the *Home*.
- 1.2 "Home" means a building constructed on real property in the Atlantic Provinces built by the Builder solely for use as a permanent residence,
  - 1.2.1 which is directly or indirectly attached to a permanent foundation; and
  - 1.2.2 which is one of the following types of housing:
    1. single family detached
    2. semi-detached
    3. duplex
    4. row or townhouses
    5. a condominium project / units
    6. modular units, and / or mini homes
    7. any other type of housing (such as a cottage) approved by AHW in its sole discretion for issuance of a *Limited Warranty*.
- 1.3 "Certificate of Possession" means the certificate prescribed by AHW to be executed by the Builder and the *Homeowner* and which records the *Date of Possession*.
- 1.4 "Date of Possession" means the date of possession shown on the *Certificate of Possession*.
- 1.5 "Limited Warranty Certificate" means the certificate prescribed by AHW to be issued as evidence of a *Limited Warranty* applicable to a *Home*.
- 1.6 "Limited Warranty" means a Limited Warranty issued by AHW in relation to a *Home*.
- 1.7 "Major Structural Defects" means those defects constituting Major Structural Defects under the terms of a *Limited Warranty*.

## 2. BUILDER COVENANTS

The Builder agrees as follows:

- 2.1 All information supplied by the Builder with respect to any application, renewals or otherwise submitted to or required by AHW shall be complete and accurate.
- 2.2 Each *Home* shall be constructed in accordance with the National Building Code of Canada (“NBCC”) in effect during the course of construction, whether or not the NBCC has been adopted by legislation in the applicable jurisdiction.
- 2.3 Any *Limited Warranty* shall be legally binding on the Builder, whether or not title to the *Home* has passed to a *Homeowner*.
- 2.4 The termination of this Agreement shall not affect any obligations of the Builder under this Agreement arising prior to such termination.
- 2.5 The Builder shall not make public statements which the Builder knows or reasonably ought to know misrepresent or inaccurately describe the obligations of AHW either generally or with respect to any *Limited Warranty*.
- 2.6 For the purposes of this Section 2.6, “third parties” means subcontractors, suppliers, manufacturers or others who may be liable in whole or in part in relation to defects, including *Major Structural Defects*, which are covered by a *Limited Warranty*.
  - 2.6.1 Notwithstanding any other term of this Agreement, the Builder shall at all times preserve and protect any and all of the Builder’s rights, in contract or otherwise, against third parties.
  - 2.6.2 In the event that AHW incurs any costs or assumes any liability under a *Limited Warranty* in relation to defects, including *Major Structural Defects*, AHW shall be entitled to assume all of the Builder’s rights of recovery against third parties, and to enforce those rights in the name of the Builder.
  - 2.6.3 The Builder hereby assigns to AHW its rights against third parties in relation to any defects, including *Major Structural Defects*.
  - 2.6.4 The Builder shall, at the request and expense of AHW, execute and deliver such other assignments, powers of attorney, and other documents as may be required to give effect to the terms of this Section 2.6.
  - 2.6.5 Nothing contained in this Section 2.6 shall affect any rights or remedies that AHW may have against the Builder.
- 2.7 The Builder, and any officer, director, employee, agent or representative of the Builder, while a member of AHW, shall not at the same time be affiliated with or have membership or participate in, or otherwise promote the interests of any other home warranty program which is directly or indirectly a competitor of AHW.

## 3. INDEMNIFICATION

- 3.1 The Builder shall indemnify and save harmless AHW from any loss or expense whatsoever which AHW incurs as a result of:
  - 3.1.1 failure of the Builder to refund a deposit which the Builder is legally obligated to repay to the *Homeowner*.

- 3.1.2 failure of the Builder to fulfill the Builder's obligations under a *Limited Warranty*, including, without restricting the generality of the foregoing, all costs of repair of defects.
- 3.1.3 AHW's warranty obligations in relation to any *Major Structural Defect(s)*.
- 3.1.4 a *Homeowner* vacating a *Home*:
  - 1. due to any wrongful act or omission by the Builder, including by the Builder's employees, agents and subcontractors, or
  - 2. for the purpose of carrying out investigations, inspections, testing, or repairs, where AHW agrees that vacant possession is necessary.
- 3.1.5 the investigation, conciliation and/or settlement of a warranty claim including expert costs, legal fees (on a solicitor and client basis), and all out of pocket expenses and disbursements reasonably incurred in relation to the claim.
- 3.2 The Builder shall indemnify AHW as required by Section 3.1 notwithstanding that the Builder may have ceased to be a member of AHW at the time the claim arose or the losses or expenses were incurred, and whether or not this Agreement remains in force or has terminated.

#### **4. ENROLLMENT OF HOMES**

- 4.1 The Builder shall enroll with AHW all eligible *Homes* which the Builder commences to construct after the date of this Agreement.
- 4.2 AHW may require the Builder to enroll any or all unsold *Homes* which the Builder has under construction, or has completed, prior to the date of this Agreement.
- 4.3 **MANDATORY TIME FOR ENROLLMENT**
  - 4.3.1 **ALL HOMES SHALL BE ENROLLED BY THE BUILDER IMMEDIATELY UPON THE EARLIER OF:**
    - 1. **THE DATE OF ISSUANCE OF THE BUILDING PERMIT**
    - 2. **THE DATE OF START OF CONSTRUCTION**
  - 4.3.2 **LATE ENROLLMENT SHALL BE SUBJECT TO LATE CHARGES AS PRESCRIBED BY AHW.**
- 4.4 Enrollment shall be effected upon receipt by AHW of:
  - 1. a properly completed Enrollment Form in the form prescribed by AHW.
  - 2. a non-refundable enrollment fee in the amount prescribed by AHW.
  - 3. such bond or other security as AHW deems appropriate, in a form acceptable to AHW.
- 4.5 In the event a *Home* shall remain unsold or uncompleted for a period of two (2) years from the date of its enrollment, AHW may, in its sole discretion:
  - 4.5.1 require an additional enrollment fee, or
  - 4.5.2 cancel the enrollment.
- 4.6 In the event the enrollment of a *Home* is cancelled in accordance with Section 4.5.2, the original enrollment fee shall not be refunded, and, effective as of the date of the cancellation, AHW shall have no obligations whatsoever in respect of the *Home*, under this Agreement or otherwise.



## 5. INSPECTIONS

- 5.1 If AHW so requires, the Builder shall advise AHW as soon as practicable of the completion of each of the following stages of construction of a *Home*:
  - (a) prior to backfill,
  - (b) prior to drywall,
  - (c) final completion, or
  - (d) such other stages of construction as may be specified by AHW.
- 5.2 AHW, in its sole discretion, may inspect any of the *Homes* under construction or completed by the Builder, and the Builder in such case shall provide AHW full and uninterrupted access to each *Home* at all reasonable times prior to the *Date of Possession*.
- 5.3 Unless AHW elects otherwise, the Builder shall pay an inspection fee as prescribed by AHW for each inspection carried out further to Section 5.2.

## 6. EXECUTION AND DELIVERY TO AHW OF THE *CERTIFICATE OF POSSESSION*

- 6.1 **THE BUILDER SHALL:**
  - 6.1.1 **FULLY COMPLETE AND EXECUTE THE *CERTIFICATE OF POSSESSION*.**
  - 6.1.2 **CAUSE THE *HOMEOWNER* TO EXECUTE THE *CERTIFICATE OF POSSESSION*, AND PROVIDE A COPY THEREOF TO THE *HOMEOWNER*.**
  - 6.1.3 **IMMEDIATELY DELIVER A COPY OF THE *CERTIFICATE OF POSSESSION* TO AHW.**
- 6.2 **AHW SHALL HAVE NO OBLIGATION TO ISSUE A *LIMITED WARRANTY* UNTIL THE BUILDER HAS COMPLIED WITH SECTION 6.1.**
- 6.3 **THE BUILDER SHALL PAY SUCH ADMINISTRATIVE FEES AND CHARGES AS MAY BE ESTABLISHED BY AHW FROM TIME TO TIME IN CONNECTION WITH THE ISSUANCE OF A DUPLICATE OR REPLACEMENT *CERTIFICATE OF POSSESSION*.**

## 7. PROGRAM WARRANTY

- 7.1 Upon receipt of the *Certificate of Possession*, AHW shall issue the applicable *Limited Warranty*, and a *Limited Warranty Certificate* as evidence thereof.
- 7.2 The Builder hereby authorizes AHW (if AHW elects in its sole discretion to do so) to execute the *Certificate of Possession* and *Limited Warranty Certificate* on the Builder's behalf.

## 8. CONCILIATION

- 8.1 The Builder agrees not to commence legal proceedings or pursue any other recourse in respect of any warranty dispute with a *Homeowner* until completion of the conciliation procedure set forth in the *Limited Warranty*.
- 8.2 AHW shall appoint Conciliator(s) to conciliate unresolved disputes between the Builder and the *Homeowner* as required by the *Limited Warranty*.
- 8.3 If the *Homeowner* submits a dispute to conciliation, and the decision of the Conciliator is in favour of the *Homeowner*, unless AHW in its sole discretion waives payment thereof, the Builder shall pay AHW the costs of the conciliation.
- 8.4 Should the Builder fail to comply with the decision of the Conciliator within the stipulated time, and if AHW is required to carry out the Builder's obligations, the Builder

shall reimburse AHW for the total cost notwithstanding that the Builder may have ceased to be a member of AHW at the time that the default arose or at the time of the Conciliation.

## **9. TERM**

- 9.1 Subject to the terms and conditions of this Agreement, this Agreement will expire one year from the date of this Agreement.
- 9.2 AHW, in its sole discretion, may:
  - 1. renew this Agreement for additional terms of up to one year (the “Renewal Term”).
  - 2. impose terms and conditions of each such renewal as AHW deems appropriate (the “Renewal Conditions”).
- 9.3 During the Renewal Term, if the Builder fails to comply with any Renewal Conditions, AHW may terminate this Agreement by giving ten (10) days written notice to the Builder of the default.

## **10. DEFAULT BY THE BUILDER**

- 10.1 The Builder shall be immediately in default of this Agreement upon the occurrence of any one or more of the following events of default:
  - 10.1.1
    - 1. The Builder fails to pay any monies when due and owing by the Builder to AHW.
    - 2. If the Builder’s obligation to pay monies is the subject of pending arbitration or litigation, the Builder shall not be considered to be in default under this Section 10.1.1 until a final decision is rendered in such proceedings affirming such obligation.
  - 10.1.2 The Builder fails to perform or comply with any term or condition of this Agreement.
  - 10.1.3 The Builder fails to comply with Rules or Regulations in force further to Section 12 herein, or with the Articles of Association of AHW.
  - 10.1.4 The Builder fails to comply with a decision of a Conciliator.

## **11. TERMINATION**

- 11.1 AHW, without prejudice to any of its other rights or remedies, may terminate this Agreement upon the happening of any of the following events:
  - 11.1.1 The Builder is in default of this Agreement, and has failed to rectify such default within 10 days of receiving written notice of such default from AHW.
  - 11.1.2 The Builder ceases to be a member in good standing of AHW.
- 11.2 Should this Agreement be terminated, the Builder shall:
  - 11.2.1 cease the use or public display of any material bearing AHW’s identification.
  - 11.2.2 return, if AHW so requests, all documentary materials furnished to the Builder by AHW.
  - 11.2.3 not represent or in any way hold out to the public that any *Homes* enrolled but not sold on the date of termination are eligible for a *Limited Warranty* to be issued by AHW.

- 11.2.4 continue to be liable to reimburse AHW for all costs incurred in the event that AHW is required to perform the Builder's obligations after the date of termination.
- 11.3 Any *Home* enrolled but not sold as of the date of termination, in the sole discretion of AHW, will be removed from enrollment without refund in whole or in part of enrollment fees.
- 11.4 In the event that AHW decides not to exercise its rights to terminate this Agreement under Section 11.1.1 in relation to a default (the "original default"), such decision shall not limit or waive AHW's right to subsequently terminate this Agreement:
  - 11.4.1 where the Builder continues to fail to rectify in the original default.
  - 11.4.2 for any other default of this Agreement.
- 11.5 In the event membership in AHW is terminated by AHW, the Builder has the right to apply in writing within ten (10) days from the date of such termination to the Board of Directors of AHW for a review of AHW's decision.

## **12. RULES AND REGULATIONS**

- 12.1 The Board of Directors of AHW may, from time to time, make rules and regulations (the "Rules and Regulations") with respect to matters arising or related to this Agreement, dealings between the Builder and AHW, and for the better administration and implementation of the warranty program.
- 12.2 The Builder agrees that the Rules and Regulations made by the Board of Directors of AHW from time to time shall be deemed to be incorporated by reference herein and shall be binding upon the Builder as if set forth herein as terms and conditions of this Agreement. The Builder shall strictly comply with such Rules and Regulations at all times.

## **13. NOTICES**

- 13.1 Any notice or communication required to be in writing by this Agreement shall be sent to the address as shown on the face of this Agreement by:
  - 1. personal or courier delivery,
  - 2. ordinary or registered mail,
  - 3. confirmed facsimile transmission, or
  - 4. sent by email
- 13.2 Any notices sent by mail shall be deemed to be received by the other party seven (7) days next following the date of mailing
- 13.3 Notice may be sent by facsimile or other form of electronic communication during the transmission of which, there is no indication of failure of receipt communicated to the sender. If delivered by facsimile or other electronic communication, including email, it shall be considered delivered on the date of transmission; however, if such day is not a Working Day, or received after the end of normal business hours at the place of receipt, the document is deemed to be received at the opening of business at the place of receipt on the first Working Day next following the transmission thereof."
- 13.4 Either party may change its address by giving fourteen (14) days notice of change to the other party.

**14. ASSIGNMENT AND OWNERSHIP CHANGE**

14.1 The Builder shall not assign this Agreement or any of its rights hereunder.

14.2 If the Builder is incorporated, the Builder shall forthwith notify AHW in writing of any change in the direct or beneficial ownership of ten percent (10%) or more of the Builder, including any transfer, by sale, assignment or in any other manner, of all or part of the corporate shares of the Builder which results in a change in the effective voting control of the Builder of ten percent (10%) or more.

**15. SEVERABILITY CLAUSE**

In the event any of the covenants, clauses or provisions of this Agreement are held by any competent authority to be individually void or unenforceable, the parties hereto agree that the remaining covenants, clauses or provisions of the Agreement remain in full force and effect.

**16. NON-WAIVER**

16.1 No waiver of term, provision, condition of this Agreement, whether express or implied, and whether by conduct or otherwise, in any one or more instances, shall be valid unless the same shall be in writing and any such valid written waiver shall not be construed as a further or continuing waiver beyond its express terms.

16.2 Any default, breach or failure to enforce any of the terms, covenants, conditions or other provisions of this Agreement at any time shall not in any way affect, limit, modify or waive AHW's right thereafter to enforce strict compliance with every term, covenant, condition or other provision hereof.

**(See over for signatures)**

**THE BUILDER:** \_\_\_\_\_  
**(The Builder)**

(SEAL) PER: \_\_\_\_\_  
**(Principal's Signature)**

PER: \_\_\_\_\_  
**(Principal's Signature)**

Two signing officers must execute this document under seal or provide a certificated copy of the Company's minutes which authorizes one signature.

**ATLANTIC HOME WARRANTY**

(SEAL) PER: \_\_\_\_\_  
**(Director)**

PER: \_\_\_\_\_  
**(Chief Executive Officer)**

**INTERNAL USE ONLY**

**EFFECTIVE DATE: THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_**

**REGISTERED BUILDER NO. \_\_\_\_\_**

# BANK INFORMATION FORM

An application for membership/renewal of membership is under consideration by the Atlantic Home Warranty (AHW). This is my authority to release the following information to AHW in connection with my application. This information is authorized on the express understanding and agreement that you will treat it as private and confidential and that neither the undersigned nor the bank shall be or become liable or responsible for or by reason of the giving of such information or its being inaccurate or incomplete.

\_\_\_\_\_  
(Applicant's Authorized Signature)

\_\_\_\_\_  
(Full legal name of Builder/Developer)

**To: Atlantic Home Warranty**  
15 Oland Crescent, Halifax, NS B3S 1C6  
(FAX 1-902-450-5454)

Dear Sirs:

We report that at the close of business on \_\_\_\_\_ 20 \_\_\_\_\_ the records of this Branch showed:

- 1. Line of Credit \$ \_\_\_\_\_
- 2. The above mentioned customer was directly liable to this Branch in respect to loans as follows (if none, so state):

AMOUNT OF LOAN	INTEREST	Nature of collateral lodged by customer, I.E., Section 88, Section 86, general assignment of book debts, hypothecation of collections, assignment of specified accounts and payment under contracts, stocks and bonds, etc. (Give particulars of stocks, bonds or other negotiable securities lodged by (Customer) indicate if postponement held.
_____	RATE _____	_____
Due Rate _____	Paid to _____	_____

- 3. Length of time dealt with Applicant/Shareholders: \_\_\_\_\_ years.
- 4. The above mentioned customer was contingently liable as endorser of notes and drawer of drafts discounted at this Branch and/or as guarantor in total amount of \$ \_\_\_\_\_ as below (if none, so state): (If the number of items herein is substantial the bank need report only the total)

AMOUNT	NAME OF MAKER	DATE OF NOTE	DUE DATE	REMARKS
_____	_____	_____	_____	_____

- 5. Other direct or contingent liabilities, open letters of credit and acceptance thereunder, forward exchange contracts and relative collateral lodged by customer (if none, so state):

- 6. Securities held for account of customer, in addition to those reported in Section 2 and 5 (if none, so state), if for other than safekeeping, state purpose. State whether bearer is registered and if registered, in whose name.

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Authorized Signature)

## FORMULE D'INFORMATION BANCAIRE

Une demande en qualité de membre/renouvellement en qualité de membre est considérée par AHW. Cette information sera divulguée à la Société avec mon autorisation en raison de ma demande. Cette information est autorisée avec l'accord explicite que vous la traiterez comme privée et confidentielle et que ni le soussigné ni la banque sera ou deviendra responsable pour ou en raison d'avoir donné cette information ou du fait qu'elle serait inexacte ou incomplète.

\_\_\_\_\_  
Signature du Candidat Autorisé

\_\_\_\_\_  
(Nom complet du Constructeur/Développeur)

À: **AHW**  
15 Oland Crescent  
Halifax, Nouvelle-Écosse B3S 1C6  
FAX (1-902-450-5454)

Cher(s) Monsieur (Messieurs):

Nous vous avisons qu'à la fermeture de nos bureaux, le \_\_\_\_\_ 20 \_\_\_\_, les dossiers de notre banque indiquaient ce qui suit:

1. Ligne de crédit \$ \_\_\_\_\_
2. Le client ci-haut mentionné avait une responsabilité directement avec cette succursale, par rapport aux emprunts mentionnés ci-dessous:

MONTANT DE L'EMPRUNT	INTÉRÊT	Nature du collatéral déposé par le client, c'est-à-dire, Section 88, Section 86, cession générale des dettes de livres, hypothèque des collections, cession des comptes spécifiques et paiements sous contrat, actions et bonds, etc. (Donner les détails des actions, bonds ou autres garanties négociables déposés par le client; indiquez si il y a remise tenue)
_____	_____	_____

\_\_\_\_\_ TAUX \_\_\_\_\_

Taux dû \_\_\_\_\_ Payé à \_\_\_\_\_

3. Période de temps faisant affaire avec le Constructeur/Actionnaires: \_\_\_\_\_ années.
4. Le client, ci-haut mentionné, était fortuitement responsable comme endosseur de notes et de faire des retraits qui auraient été discontinués à cette succursale et/ou comme garant d'un montant total de \$ \_\_\_\_\_ comme mentionné ci-dessous (si aucun, prière de l'indiquer):  
(Si le nombre d'articles ci-inclus est substantiel, la banque a seulement besoin de signaler le total)

MONTANT	NOM DE L'INSTITUTION	DATE DES NOTES	DATE DUE	REMARQUES
_____	_____	_____	_____	_____

5. Autres dispositions directes ou éventuelles, lettres de crédit et d'acceptance ouvertes par autorité, contrats d'échange avancés et collatéral pertinent déposé par le client (si aucun, prière de le mentionner):  
\_\_\_\_\_  
\_\_\_\_\_

6. Garanties tenues pour acompte du client, en plus des rapports mentionnés dans la Section 2 et 5 (si aucun, prière de le mentionner). Si ils ne sont pas pour être gardés en sécurité, mentionner pourquoi. Mentionner si il est porteur ou enregistré, si il est enregistré, sous quel nom.  
\_\_\_\_\_  
\_\_\_\_\_

Banque \_\_\_\_\_

Date: \_\_\_\_\_ Par: \_\_\_\_\_ Position: \_\_\_\_\_

(Signature autorisée)

## PERSONAL NET WORTH STATEMENT

Not for use by Corporations. Include Personal Assets and Debits only.

\_\_\_\_\_  
(Name of Principal)

### ASSETS

Cash and Bank Deposits: \$ \_\_\_\_\_

Cash Surrender value of life insurance: \$ \_\_\_\_\_

Investments, Stocks, Bonds at market value: \$ \_\_\_\_\_

Land and buildings at costs:  
 (1) \_\_\_\_\_  
 (Location) \_\_\_\_\_  
 (Registered Owner) \$ \_\_\_\_\_  
 (2) \_\_\_\_\_  
 (Location) \_\_\_\_\_  
 (Registered Owner) \$ \_\_\_\_\_

Inventory (at cost): \$ \_\_\_\_\_  
 Account Receivable: \$ \_\_\_\_\_  
 Vehicles and Equipment at cost less depreciation: \$ \_\_\_\_\_

Other Assets, in detail (at cost):  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
**Total Assets:** \$ \_\_\_\_\_

### LIABILITIES

LOANS Payable: \$ \_\_\_\_\_  
 \_\_\_\_\_  
 (Creditor)  
 Mortgages on Real Estate: \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

Accounts Payable: \$ \_\_\_\_\_  
 Credit Card Balances: \$ \_\_\_\_\_

Other Payables (specify):  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

**Total Liabilities:** \$ \_\_\_\_\_

FOR OFFICE USE  A  L  NW
--

Have you guaranteed any obligations not included in our liabilities shown above? (If so, give name and amounts) \_\_\_\_\_

Are there any judgements against you? \_\_\_\_\_  
 Have you ever failed in business? \_\_\_\_\_ If yes to any of these questions provide details  
 Are you threatened with any lawsuits? \_\_\_\_\_ on separate sheet.

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**TO BE SWORN BEFORE A COMMISSIONER OF OATHS, NOTARY PUBLIC, SOLICITOR OR PERSON LEGALLY AUTHORIZED TO ADMINISTER AN OATH.**

I/We the undersigned swear that the information set out above contains no material misrepresentations or omissions which would adversely affect the acceptance of this document, when making "Application for Registration" with Atlantic Home Warranty (AHW).

SWORN to before me at \_\_\_\_\_ in the Province of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
 (Location)

Name: \_\_\_\_\_ Applicant: \_\_\_\_\_  
 (Print)

Title: \_\_\_\_\_ Spouse: \_\_\_\_\_

Signature: \_\_\_\_\_

**I/we agree that all the information provided on this form may be used and disclosed by the Program for the purpose of assessing this application to become a member of AHW, and for re-assessing such membership from time to time. AHW will provide a copy of its Privacy Policy upon request.**



## RELEVÉ NET DE L'ÉTAT FINANCIER

Pas à l'usage des corporations. Comprend seulement les biens et les débits personnels.

\_\_\_\_\_  
(Nom du Directeur)

### BIENS

Argent comptant et dépôts bancaires \$ \_\_\_\_\_

Valeur de l'assurance-vie en argent comptant: \$ \_\_\_\_\_

Investissements, Actions, Bonds (valeur marchande): \$ \_\_\_\_\_

Terre et Bâtiments au prix coûtant:  
(1) \_\_\_\_\_  
(Emplacement) \_\_\_\_\_  
(Propriétaire enregistré) \$ \_\_\_\_\_  
(2) \_\_\_\_\_  
(Emplacement) \_\_\_\_\_  
(Propriétaire enregistré) \$ \_\_\_\_\_

Inventaire (au prix coûtant): \$ \_\_\_\_\_  
Comptes à recevoir: \$ \_\_\_\_\_  
Véhicules et Équipement au prix coûtant, moins la dépréciation: \$ \_\_\_\_\_

Autres Biens, en détail (au prix coûtant):  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

**Total des Biens:** \$ \_\_\_\_\_

### DETTES

EMPRUNTS Payable à: \_\_\_\_\_ \$ \_\_\_\_\_  
(Créancier)  
Hypothèques sur propriété: \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

Compte payable à: \_\_\_\_\_ \$ \_\_\_\_\_  
Soldes de Carte de Crédit: \_\_\_\_\_ \$ \_\_\_\_\_

Autres Dettes (spécifiez): \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

**Total des Dettes:** \$ \_\_\_\_\_

EMPLOI DU BUREAU SEULEMENT
B
D
RN

Vous êtes-vous porter garant à des obligations qui ne sont pas incluses dans notre liste de dettes mentionnée ci-dessus? (Si oui, donnez le nom et les montants):

\_\_\_\_\_

Est-ce que vous avez des dettes? \_\_\_\_\_  
Avez-vous déjà échoué en affaire? \_\_\_\_\_ Si oui à n'importe lesquelles de ces questions,  
prière de \_\_\_\_\_  
Y-a-t-il des poursuites judiciaires contre vous ou votre compagnie? \_\_\_\_\_ répondez sur une feuille additionnelle.

**À ÊTRE ASSERMÉNTÉ DEVANT UN COMMISSIONNAIRE D'ASSERMÉNTATION, UN NOTAIRE PUBLIQUE, UN SOLICITEUR OU UNE PERSONNE LÉGALEMENT AUTORISÉE À ADMINISTRER UN SERMENT.**

Je/nous, les soussignés, prêtons serment que l'information mentionnée ci-dessus ne contient aucune erreur d'interprétation ou d'omission qui pourrait empêcher l'acceptation de ce document, lors de notre "Application pour Enregistrement" avec AHW.

ASSERMÉNTÉ devant moi à \_\_\_\_\_ dans la Province de \_\_\_\_\_ ce \_\_\_\_\_ jour de \_\_\_\_\_ 20 \_\_\_\_\_.  
(Emplacement)

Nom: \_\_\_\_\_ Candidate: \_\_\_\_\_  
(Imprimer)

Titre: \_\_\_\_\_ Époux/Épouse: \_\_\_\_\_

Signature: \_\_\_\_\_

**Je/ nous acceptons que toute l'information produite sur cette feuille de renseignement peut être utilisé et révélé par AHW pour la fin d'évaluer cette demande afin de devenir membre du programme, et pour ré-évaluer ce dit membership de temps à autres. AHW produira une copie de la Politique sur l'Information Privée selon la requête.**

## PERSONAL GUARANTEE

WHEREAS, the Atlantic Home Warranty (AHW), a body corporate, carrying on business in the province of \_\_\_\_\_ (hereinafter called the "Program") has agreed to enter into a Membership Agreement with the Applicant, \_\_\_\_\_, a body corporate, carrying on business in the province of \_\_\_\_\_ (hereinafter called the "Member") under which Agreement, the Member in consideration of the sum of ONE DOLLAR (\$1.00), paid by AHW to the Guarantor, the Guarantor (hereinafter called the "Undersigned") hereby covenants and agrees with AHW aforesaid, that if default shall be made at any time by the said Member in payment of any sum or sums of money whatsoever that shall be or become payable under the terms of the aforesaid Agreement to AHW, or in the observance or performance of any of the covenants contained in the said Agreement which according to the terms thereof are to be paid and/or performed by the Member (the obligations of the Member to pay such sums and to observe and perform such covenants being sometimes hereinafter collectively called the (Guaranteed Obligations"): the Guarantor shall be the executor hereof:

1. Acknowledge this as a continuing guarantee and indemnity and irrespective of the lack of any notice to or consent of the Undersigned, the obligations hereunder shall not be impaired in any manner whatsoever by any:
  - (a) new agreements or obligations of the Member with or to AHW, amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of the Member or third parties with or to AHW;
  - (b) adjustments, compromises or releases of any obligations of the Member, the Undersigned, or other parties, or exchanges, releases or sales of any security of the Member, the Undersigned or other parties; or
  - (c) the invalidity or unenforceability, for any reason, of any instrument or writing, or acts of commission or omission by AHW or Member;
2. On demand, pay or cause to be paid to the said Program the said sum or sums of money;
3. Pay or cause to be paid to AHW all sums of money which AHW shall expend or become liable for under the said Agreement or by reason of non-payment of the said sums or any part thereof or the non-performance of the said covenants or any of them;
4. Pay or cause to be paid to AHW the amount of any payment or payments as they come due under the said Agreement; AND the Undersigned FURTHER COVENANTS AND AGREES with AHW for the consideration aforesaid:

(1) THAT no extension of time by AHW to the Member for the payment of the said sums of money or any of them or of any payments due or to become due under the said Agreement or for the performance of any of the said covenants, and no compounding or compromising with or granting to the said Member of any indulgence by AHW (including the discharge of any security for payment of the said sums) shall affect the liability of the Undersigned hereunder;

(2) THAT AHW may pursue its remedies hereunder, under the said Agreement and under any other security for the monies secured by the said Agreement concurrently or consecutively and shall be entitled to all rights and remedies hereunder whether or not it shall have commenced or completed proceedings to enforce the said Agreement or any other security; provided that any monies which are recovered by AHW under the said Agreement or security and properly applicable to the said sums, shall reduce the obligation of the Undersigned protanto;

(3) THAT this Guarantee is binding whether or not any other guarantors become or remain liable to guarantee any part of the Guaranteed Obligations:

(4) THAT the liability and obligations of the Undersigned shall be satisfied only by the completion of the covenants and conditions by the Member contained in the Agreement;

(5) THAT the Undersigned, as principal obligor, shall observe and perform all of the Guaranteed Obligations regardless of whether or not the Guaranteed Obligations have ceased to be binding upon the Member;

(6) THAT in this Guarantee, the plural shall include the singular, and the masculine the feminine, and vice versa;

(7) THAT this Guarantee shall be binding upon every person signing it, notwithstanding the non-execution thereof by any proposed guarantor;

(8) THAT this Personal Guarantor shall be binding upon the Undersigned, the heirs, executors, administrators and assigns of the Undersigned;

**IN WITNESS WHEREOF** the Guarantor has caused this Personal Guarantee to be executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20 \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

_____	)	_____
Witness	)	Please print name
	)	_____
	)	Guarantor's signature
	)	_____
	)	Please print name
	)	_____
	)	Guarantor's signature

# SPOUSAL DECLARATION

To Whom It May Concern:

Please let this confirm in writing that Mrs./Mr. \_\_\_\_\_

\_\_\_\_\_

holds no position within the Company \_\_\_\_\_

\_\_\_\_\_

She/he is neither a Director nor an Officer of the Company \_\_\_\_\_

\_\_\_\_\_

Furthermore, Mrs./Mr. owns no shares in the Company \_\_\_\_\_

\_\_\_\_\_

Yours truly,

\_\_\_\_\_  
(Signature of Applicant)

\_\_\_\_\_  
(Signature of Spouse of Applicant)

I/we agree that all the information provided on this form may be used by AHW for the purpose of assessing this application to become a member of AHW, and for re-assessing such membership from time to time. AHW will provide a copy of its Privacy Policy upon request.

Rev: 01/07



## DÉCLARATION DE L'ÉPOUX/ÉPOUSE

À qui de droit:

La présente est pour confirmer par écrit que Mme/M. \_\_\_\_\_

\_\_\_\_\_

n'occupe aucune position dans la compagnie \_\_\_\_\_

\_\_\_\_\_

Elle/il n'est ni un Directeur ni un Officier de la compagnie \_\_\_\_\_

\_\_\_\_\_

De plus, Mme/M. ne possède aucune part dans la compagnie \_\_\_\_\_

\_\_\_\_\_

Sincèrement,

\_\_\_\_\_  
(Signature du candidat)

\_\_\_\_\_  
(Signature de l'époux/épouse du candidat)

Je/nous acceptons que toute l'information produite sur cette feuille de renseignement peut être utilisée par AHW pour la fin d'évaluer cette demande afin de devenir membre du programme, et pour ré-évaluer ce dit membership de temps à autres. La Société de Garantie produira une copie de la Politique sur l'Information Privée selon la requête.

**CUSTOMER REFERENCES**

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Phone number

**TRADE OR SUPPLIER REFERENCES**

\_\_\_\_\_  
Trade or Supplier Name

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
Trade or Supplier Name

\_\_\_\_\_  
Phone number

**I/ we agree that the references provided on this form may be used by the Atlantic Home Warranty (AHW) for the purpose of collecting information, including personal information from such references, to assess the application for membership in AHW. AHW will provide a copy of its Privacy Policy upon request.**