

ATLANTIC
HOME
WARRANTY

BUILDER REGISTRATION CHECK LIST

- ___ Registration fee of **\$805.00** – HST included
- ___ Application for Registration
- ___ Personal Guarantee (for all principals of the Company)
- ___ Financial Statements (for Incorporated Companies)
- ___ Agreement with Builder
- ___ Financial Information (Personal Net Worth Statement) for Sole Proprietors
- ___ A letter of good standing with the Workers Compensation (if applicable)
- ___ Proof of evidence of liability insurance for a minimum value of \$2,000,000.

(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

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

<u>10 YEAR WARRANTY</u> Probationary Members: \$703.80 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.



AGREEMENT WITH BUILDER

THIS AGREEMENT DATED _____ DAY OF _____, 20____

MADE BETWEEN: **ATLANTIC HOME WARRANTY PROGRAM ("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 "Certificate of Possession" means the certificate prescribed by AHW which has been signed by the *Builder* and the *Homeowner* and which records the *Date of Possession*.
- 1.2 "Commencement Date" means the date of this Agreement as set out above.
- 1.3 "Date of Possession" means the date of possession shown on the *Certificate of Possession*.
- 1.4 "Home" means a building constructed on real property in the Atlantic Provinces built by the *Builder* solely for use as a residential home only,
 - 1.4.1 which is directly or indirectly attached to a permanent foundation; and
 - 1.4.2 which is one of the following types of housing:
 - 1. single family detached
 - 2. semi-detached
 - 3. duplex
 - 4. row or townhouses
 - 5. a mid-rise 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 *New Home Warranty*.
- 1.5 "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 *New Home Warranty* issued in relation to the *Home*.
- 1.6 "Major Structural Defects" means those defects constituting Major Structural Defects under the terms of a *New Home Warranty*.
- 1.7 "New Home Warranty" means a *New Home Warranty* issued by AHW in relation to a *Home*.

2. BUILDER COVENANTS

The Builder represents, warrants and agrees with AHW 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 *New Home 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 *New Home 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 *New Home 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 *New Home 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 *New Home 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 Commencement Date.
- 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 Commencement Date.
- 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; and**
 - 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:
 - 4.4.1 a properly completed enrollment form in the form prescribed by AHW;
 - 4.4.2 a non-refundable enrollment fee in the amount prescribed by AHW;
 - 4.4.3 such bond or other security as AHW deems appropriate, in a form acceptable to AHW; and
 - 4.4.4 delivery of a personal guarantee, if required by AHW.
- 4.5 In the event a *Home* remains 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, AS SOON AS POSSIBLE FOLLOWING COMPLETION OF CONSTRUCTION OF A HOME:**
 - 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 **THE DATE OF POSSESSION SET OUT ON THE *CERTIFICATE OF POSSESSION* SHALL BE THE DATE THAT IS THE LATER OF (A) THE HOME BEING READY TO BE ORDINARILY OCCUPIED BY THE *HOMEOWNER*; AND (B) THE *HOMEOWNER* HAS TAKEN LEGAL OWNERSHIP TO THE HOME.**
- 6.3 **AHW SHALL HAVE NO OBLIGATION TO ISSUE A *NEW HOME WARRANTY* UNTIL THE BUILDER HAS COMPLIED WITH SECTION 6.1.**
- 6.4 **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 will ensure all requirements of this Agreement and the *New Home Warranty* have been satisfied and at then, at AHW's sole discretion, AHW will issue the applicable *New Home Warranty* to the *Homeowner*. AHW retains the right to refuse to issue a *New Home Warranty* for a *Home* notwithstanding the Builder's enrolment in the *Program* and compliance with this Agreement.
- 7.2 The Builder hereby authorizes AHW (if AHW elects in its sole discretion to do so) to execute the *Certificate of Possession* and issue the *New Home Warranty* 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 mandatory

- conciliation procedure set forth in the *New Home Warranty*.
- 8.2 AHW shall appoint Conciliator(s) to conciliate unresolved disputes between the Builder and the *Homeowner* as required by the *New Home 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 under such decision, 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 on March 1st following the Commencement Date.
- 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 conciliation, 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 or a New Home Warranty.
- 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 or a New Home Warranty issued in connection with the Builder, 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 *New Home 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, or
 - 3. 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 As long as there is no indication of failure of receipt communicated to the sender, any notices sent by email shall be deemed 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 without the prior written consent of AHW, at AHW's sole discretion. Any Share Transfer (defined below) is deemed to be an assignment requiring prior written consent of AHW in accordance with this Section 14.1.

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 (a "Share Transfer").

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 PROGRAM

(SEAL) PER: _____
(Director)

PER: _____
(Chief Executive Officer)

INTERNAL USE ONLY

EFFECTIVE DATE: THIS _____ DAY OF _____, 20 _____

REGISTERED BUILDER NO. _____

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.

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.



GUARANTEE

WHEREAS, the Atlantic Home Warranty Program (“**AHW**”), a body corporate, carrying on business in the Atlantic Provinces has agreed to enter into a Membership Agreement (the “**Agreement**”) with _____, a body corporate, carrying on business in the province of _____ (the “**Member**”);

AND WHEREAS, the undersigned (the “**Guarantor**”) is a principal of the Member;

AND WHEREAS, in consideration of AHW entering into the Agreement with the Member, the Guarantor has agreed to enter into this personal guarantee (the “**Guarantee**”) in favour of AHW:

1. The Guarantor unconditionally guarantees and covenants with AHW that the Member will duly and punctually pay to AHW all sums of money whatsoever that shall be or become payable under the terms of the Agreement to AHW, or in the observance or performance of any of the covenants contained in the 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 collectively referred to as the “**Guaranteed Obligations**”).
2. The Guarantor hereby acknowledges this is a continuing guarantee and indemnity and irrespective of the lack of any notice to or consent of the Guarantor, 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 Guarantor, or other parties, or exchanges, releases or sales of any security of the Member, the Guarantor 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.
3. If the Member shall make default in payment of any of the Guaranteed Obligations when they become due and payable, the Guarantor shall forthwith on demand by AHW pay to AHW the moneys in default.
4. The Guarantor shall 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.
5. The Guarantor shall pay or cause to be paid to AHW the amount of any payment or payments as they come due under the Agreement.
6. The Guarantor FURTHER COVENANTS AND AGREES with AHW for the consideration aforesaid:

a) 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 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 Guarantor hereunder;

b) THAT AHW may pursue its remedies hereunder, under the Agreement and under any other security for the monies secured by the 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 Agreement or any other security; provided that any monies which are recovered by AHW under the Agreement or security and properly applicable to the said sums, shall reduce the obligation of the Guarantor *pro tanto*;

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

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

e) THAT the Guarantor, 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;

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

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

h) THAT this Guarantee shall enure to the benefit of AHW and its successors and assigns and be binding upon the heirs, executors, administrators and personal representatives of the Guarantor.

IN WITNESS WHEREOF the Guarantor has caused this Personal Guarantee to be executed this _____ day of _____, 20__.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

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

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
info@ahwp.org

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.
_____	_____	_____
_____	_____	_____
Due Rate _____	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.

7. Assessment of applicant's ability:

	Management Capability	Personal Reputation	Financial Strength
Excellent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Good	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Poor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unknown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Bank: _____ Branch: _____

Date: _____ By: _____ Title: _____
(Authorized Signature)

APPLICANT COMPANY NAME:

Name of person referred:

CUSTOMER REFERENCES

Customer Name

Phone number

Customer Name

Phone number

Customer Name

Phone number

TRADE OR SUPPLIER REFERENCES

Trade or Supplier Name & Contact Name

Phone number

Trade or Supplier Name & Contact 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.