



Welcome to the quick and easy application for One Home Warranty

Please fill out all of the fields below to pre-fill your application package. Once you have completed this page, print the document to begin the One Home Warranty application process.

Company Information

Company Name (Legal) _____

Trade Name (if different) _____

Company Address _____ City/Prov/PC _____

Business Phone Number _____ Cell _____ Fax _____

Email _____

Shareholders (owning 10% or more)

If there are more than 2 shareholders, please contact your One Home Warranty Representative for further instruction

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Home Information

Purchaser(s) Full Name _____

Civic Address _____ City _____ Province _____ P.C. _____

Legal Description (Lot, Block, Plan) _____

Once the application is complete, please send the original documents to Progressive Home Warranty:

**120, 20 Circle Drive
St. Albert, Alberta T8N 7L4**

**T: 780-470-4663
F: 780-470-4664**



ONE HOME WARRANTY



**APPLICATION FOR
ONE HOME WARRANTY**



Thank you for your interest in the ONE Home Warranty Program.

Everything you need to apply is enclosed in this Booklet, there is nothing else!

Please use this checklist to ensure you have everything completed and collected.

Checklist ;

- Fully completed One Home Warranty Application Signed and Initialled on each page.(this document)
- Personal Guarantee(s) for each shareholder holding 10% or more.
- Copy of Land Title if title is in your company or personal name OR a copy of the Construction Contract if the land title is in the purchaser's name.
- Current copy of COC/CGL Insurance
- Copy of Incorporation Certificate (if applicable)
- One Home Warranty Fee of \$3000.00(plus GST or HST)
- \$250.00 Inspection fee (plus GST or HST Inspection Fees are required outside of Edmonton & Area)

Once all of the above items are submitted the Warranty for the home can be registered immediately. Upon registration an inspection will be scheduled and you will be contacted. Once the home passes inspection your confirmation of registration in the ONE Home Warranty program will be issued.

Part 1 – Applicant Information

General Information

Name of Person or Business		Trade Name(if applicable)	
Mailing Address		City/Province/Postal Code	
Phone(Office)	Phone(Mobile)	Phone(Fax)	Email Address
Firm Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other(Describe):			

List all Principals owning 10% or more of Applicant Firm

Name	Name
Name	Name
Name	Name

Background Information

Applicant and/or its key technical personnel have been in the residential construction business for _____ year(s).

Complete the following chart for each of the applicable categories indicated above:

Category	3 years ago	2 years ago	Last year
Site Built Single			
Site Built Multi (Condo)			

References

Lumber Supplier	City/Province/Postal Code	Phone	Fax
Other Supplier	City/Province/Postal Code	Phone	Fax
Sub Trade Reference	City/Province/Postal Code	Phone	Fax
Sub Trade Reference	City/Province/Postal Code	Phone	Fax

Reporting & Privacy

The Applicant Firm hereby authorizes Progressive Home Warranty Solutions Inc. (PHW) and the related Warranty Provider(s) to conduct such investigation of the Applicant Firm's activities and make such inquiries and obtain Credit Reports as may be necessary for its determination of the Applicant Firm's financial and technical ability to meet their obligations to purchasers and the Warranty Provider. The Applicant Firm hereby directs all credit reporting agencies to make available to PHW or the Warranty Provider(s) any information in the possession of such agencies.

Privacy Policy - When you apply for or warrant homes in our program, PHW or the Warranty Provider(s) will collect, use, disclose, and store the personal information you give us according to the applicable Federal and Provincial Privacy Acts . We collect Builder information such as contact data, work performance and reference information, company financial data, and other relevant information as needed; and it is used to validate the warranty approval process, to maintain the operations database, to offer ancillary product(s) and or service(s), to provide government reporting and to facilitate member contact. We have taken every reasonable precaution to store collected data in a secure manner, and it will not be made available outside the requirements of PHW or the Warranty Provider(s) without your permission. PHW or the Warranty Provider(s) may make aggregate information about our clients (i.e. Overall statistics) available to third parties, but information that personally identifies you will be kept strictly confidential. However, we may use, disclose, and communicate your personal information if required to do so by law including by an order of court. By completing the application or renewal process, you agree to the terms of this Privacy Policy on member information.

Deposits

The Purchaser hereby makes application to Progressive Home Warranty Solutions Inc. (the Deposit Security “Warranty Provider”) for Deposit Security in connection with a Deposit paid to the Builder hereinafter described pursuant to a written agreement made between the Purchaser and the Builder for construction and/or sale to the Purchaser of a Residential Unit.

The Purchaser represents and warrants to the Warranty Provider as follows in connection with this application for Deposit Security:

Deposit Amount \$ _____ (not to exceed \$10,000.00 in the aggregate)

Part 2 – Information Regarding Unit to be Warranted

Property Information

Civic Address		Legal address	
City/Province/Postal Code		Type of Construction <input type="checkbox"/> Spec <input type="checkbox"/> Pre-sold	
Current Stage of Construction	Estimated Completion Date	Total Purchase Price	

Purchaser Information

Name of Purchaser			
Current Mailing Address		City/Province/Postal Code	
Phone(Office)	Phone(Mobile)	Phone(Fax)	Email Address

Mortgage Information

Name of Mortgage Holder			
Mailing Address		City/Province/Postal Code	
Phone(Office)	Phone(Mobile)	Phone(Fax)	Email Address

Part 3 – Credit Card Payment

Card Type:	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard	Name On Card:	
Card Number:		Authorized Signature:	
Exp Date:	mm / yyyy		

GST: 847436342RT0001

Part 4 Fees:

Enrollment Fee:		Submit to; Progressive Home Warranty Solutions Inc. 120, 20 Circle Drive St. Albert, AB T8N 7L4 Fax: 780-470-4664
Inspection Fee(if applicable):		
GST or HST:		
Total:		

Please make cheques payable to: Progressive Home Warranty Solutions Inc.

Part 5 - Authorized Signature

I hereby attest that all information provided to PHW and the Warranty Provider(s) in conjunction with this Application for One Home Warranty is true & correct including the attached financial statements. I understand that I will be held personally responsible for any loss incurred by the Warranty Provider(s) or Progressive Home Warranty Solutions Inc. as a result of any and all falsified information and that provision of falsified information is a breach of the ONE Home Warranty Agreement and grounds for immediate cancellation of membership in our warranty programs as per the terms of the ONE Home Warranty Agreement.	
Date: mm / dd / yyyy	Authorized Signature:

This Agreement made the _____ day of _____, 20____.
BETWEEN:

Progressive Home Warranty Solutions Inc., 120, 20 Circle Drive, St. Albert, Alberta T8N 7L4

-and-

Echelon General Insurance Managers, 2680 Matheson Blvd., East, Suite 300 Mississauga, ON L4W 0A5

(collectively hereinafter called the "Warranty Provider")

-and-

of _____

(hereinafter called the "Member")

For a home located at:

Address City Province Postal Code Legal Address

(hereinafter called the "Residential Unit")

1. Definitions

The following words and phrases when used in this Agreement shall have the following meanings unless the context otherwise requires:

- a. "Affiliated Member" means a person, firm or corporation in which the Member has an ownership interest of at least ten percent (10%), or in which the principals of the Member serve as officers or directors;
- b. "Agreement" means this agreement;
- c. "Arbitration" means a binding arbitration in accordance with the rules and procedures adopted by the Warranty Provider;
- d. "Building Code" means the provincial building code applicable to the Residential Unit under Contract and in force at the time the building permit was issued for the Residential Unit;
- e. "Business Day" means any day other than a Saturday, Sunday or statutory holiday in the jurisdiction where the Residential Unit is located;
- f. "Conciliation" means an inspection and a written report issued by the Warranty Provider that provides a binding decision regarding warranty issues in dispute with respect to the Residential Unit as provided in the Limited Warranty Certificate.
- g. "Contract" means the written agreement made between the Member and the Purchaser which outlines the scope and terms of a Project ;
- h. "Deposit Security Certificate" means a certificate issued upon receipt and approval of a Deposit Security Application in the form provided by PHW for a deposit paid to the Member by the Purchaser under a Contract;
- i. "Latent Defect" means any defect in workmanship and materials that fail to comply with the Building Code and/or the construction standards established by the Warranty Provider, that with reasonably careful inspection on the Completion Date would not be revealed, or occur until after the Residential Unit is completed and put in use for some time. Non-compliance with the Building Code is considered a defect covered by the Warranty **only** if the non-compliance constitutes an unreasonable health or safety risk, and has, or is likely to, render the Residential Unit unlivable;
- j. "Load Bearing Parts" means those components of the Residential Unit intended to transmit loads to the supporting ground. These components are limited to the footings, piles, foundation walls, grade beams, teleposts, load bearing walls, beams, floor systems, and roof trusses.
- k. "Completion Certificate" means the Completion Certificate in the form provided by the Warranty Provider which is to be dated, completed and executed by the Member and Purchaser on the Completion Date;
- l. "Completion Date" means the earliest of: 1) the date of possession of the Residential Unit stated in the Completion Certificate, 2) the date the Residential Unit is actually possessed, or 3) The date upon which a local authority grants an Occupancy Certificate;
- m. "Program" means the ONE Home Warranty Program provided by the Warranty provider(s) and administered by PHW;
- n. "Project" means the construction of a new Residential Unit. The Member may only offer Warranty to Purchasers on the Residential

- Unit at the address indicated above;
- o. "Purchaser" means a person who has entered into a Contract with the Member;
- p. "Residential Unit" means the dwelling located at the address above;
- q. "Structural Defect" means any defect in materials and workmanship that result in damage due to a failure of a Load Bearing Part to provide stable and adequate support in the Residential Unit to the extent that it constitutes an unreasonable health or safety risk, and has rendered the Residential Unit unlivable. Excluded are Permanent Foundations for Manufactured Homes that have not been engineered, driveways, basement floors, garage floors, patios, decks, sidewalks, retaining walls, swimming pools, and all other concrete work which is not a Load Bearing Part. **Non-compliance with the Building Code is considered a defect covered by the Warranty only if the non-compliance constitutes an unreasonable health or safety risk, and has rendered the Residential Unit unlivable;**
- r. "Warranty" means the warranty obligations of the Member and the Warranty Provider set forth in the applicable Warranty Certificate;
- s. "Warranty Certificate" means the applicable certificate issued by PHW to the Purchaser on behalf of the Warranty Provider, following receipt of the Completion Certificate, that certifies the Warranty coverage in respect to the Residential Unit;
- t. "Warranty Provider" means the Warranty Provider as indicated on the Declaration Page for the Residential Unit attached to the Warranty Certificate.

THIS AGREEMENT witnesses that in consideration of these presences and of the mutual covenants of PHW, the Warranty Provider and the Member herein contained, PHW, the Warranty Provider and the Member each covenant and agree with the other as follows:

2. Membership in the Program

- a. The Member has applied for registration of the Residential Unit with the Program and represents to PHW and the Warranty Provider that all information supplied in connection with its application is true and correct and accurately reflect the current financial condition of the Member.
- b. PHW and the Warranty Provider have accepted the Member as a member of the Program.
- c. The Member agrees to abide by all of the rules and regulations applicable to the Program as issued by PHW or the Warranty Provider from time to time.

3. Registration of Residential Units

- a. The Member hereby submits for registration under the Program, concurrently with execution of this Agreement, the Residential Unit, by satisfying the requirements of Section 3(c) of this Agreement. The Residential Unit that is approved for registration by PHW shall be registered under the Program and assigned a registration number. PHW will provide the Member with written notification of the Residential Units which have been registered under the Program.
- b. To effect registration of a Residential Unit under the Program, the Member shall:

- i. complete and submit to PHW the prescribed membership and registration forms; and
 - ii. pay the registration fee set forth in the applicable registration form; and
 - iii. insure the Residential Unit for Builder's Risk and Liability insurance and provide PHW with proof of such insurance.
- c. PHW will not approve a Residential Unit for registration under the Program and the Warranty Provider will not issue a Deposit Security Certificate or Warranty Certificate if:
- i. the Project is not completed in accordance with the Building Code and to the satisfaction of Program inspectors; or
 - ii. if requested, the Member does not provide PHW with a copy of the building permit; or
 - iii. if requested, the Member does not provide PHW with a copy of the Contract; or
 - iv. the Residential Unit was not registered in the Program in accordance with the procedures set forth in this Agreement.
- 4. Deposit Security Applications and Completion Certificates**
- a. Upon proper completion of the Warranty Application and execution of this Agreement, PHW will provide the Purchaser with a Deposit Security Certificate for use under this Agreement.
 - b. Immediately following receipt by the Member of each deposit paid under a Contract, the Member shall execute and deliver to the Purchaser a duly completed Deposit Security Application for the amount of the deposit and cause the Purchaser to sign such application. The Member or the Purchaser shall within seven (7) Business Days thereafter mail or deliver one (1) signed copy of the Deposit Security Application to PHW. If the signed application is not received by PHW or counter-signed and validated by a representative of PHW, there shall be no Deposit Security Warranty in effect under the Program, or otherwise and there shall be no Deposit Security Certificate issued. The maximum Deposit Security coverage per Residential Unit is ten thousand dollars (\$10,000.00) in the aggregate.
 - c. Upon execution of this Agreement, PHW will provide the Member with a Completion Certificate for use under this Agreement.
 - d. When the Member has determined that the Project has been completed in compliance with the Contract, the Member shall, in conjunction with the Purchaser, date and complete a Completion Certificate in duplicate for that Residential Unit and have it signed by the Purchaser. The Member shall mail or deliver one (1) signed copy of the Completion Certificate to PHW within seven (7) Business Days following the Completion Date.
 - e. Where PHW has not received a Completion Certificate with respect to a Residential Unit within two (2) years of the Application Date, the Residential Unit will be de-registered from the Program, not warranted, and exempted from the provisions of this Agreement.
 - f. No Warranty shall be in effect unless a Completion Certificate has been duly completed and signed by the Member and Purchaser and PHW has issued the applicable Warranty Certificate to the Purchaser.
 - g. The Member shall deliver to the Purchaser on the Completion Date all warranties (if any) given by manufacturers or suppliers of appliances and equipment which are incorporated into the Project under Contract.
 - h. If the Member fails to properly register a Residential Unit in the Program in accordance with the provisions of this Agreement, the Member agrees to indemnify and hold harmless the Warranty Provider and PHW against all losses, costs and expenses including without limitation, legal expenses on a solicitor and his own client basis, which PHW or the Warranty Provider may suffer or incur as a result of claims made with respect to such non-registered Residential Unit.
 - i. The Member shall not deliver possession of a Residential Unit to a Purchaser unless a Completion Certificate has been duly completed and signed by the Member and the Purchaser.
- 5. Member Representations Regarding Warranty**
- a. The Member shall make no representations concerning the Warranty Provider, PHW or the Program or a Warranty that are not contained within the applicable Warranty Certificate. The Member hereby agrees to indemnify and hold the Warranty Provider and PHW harmless against any and all claims, damages, costs and expenses, including without limitation legal expenses on a solicitor and his own client basis which the Warranty Provider or PHW may suffer or incur by reason of any unauthorized representation made by the Member.
- 6. Construction Standards**
- a. The Member shall complete each Project under Contract in compliance with the Contract and in a good and workmanlike manner using materials and standards of workmanship which are equal to or exceed those prescribed under the Building Code, or noted in Construction Assessments. PHW may establish materials testing and site inspections and require reports thereon as it may deem necessary with respect to the Residential Unit if applicable. The Member agrees to adhere to such standards and undertake such testing and provide such reports thereon as PHW may request in writing from time to time. If requested, the Member shall provide PHW with a copy of the building permit and soil test report, if applicable, for the Residential Unit.
 - b. The Member, where applicable, shall place all fill material in accordance with the Building Code or in accordance with any professional engineering requirements specific to the Residential Unit. If the Residential Unit is situated in an area known to have active soil conditions or high water tables, the Member agrees to undertake geotechnical investigations by accredited professional engineers of the soil and groundwater conditions as may be necessary or required in the circumstances. If such tests or reports indicate a need for a specific foundation design or the use of prescribed materials, the Member agrees to obtain the advice and direction of professional engineers with respect to construction or renovation of the foundation and to construct the foundation in accordance with the requirements of such engineer to take into account and remedy the conditions disclosed by the soil tests.
 - c. By registering a Residential Unit in the Program, the Member represents and warrants to PHW and the Warranty Provider that it has investigated the soil conditions under and around the Residential Unit and has complied or will comply with the requirements of Section 6.a. and 6.b. of this Agreement, where applicable.
- 7. Assessments and Inspections**
- a. PHW will assign an inspector, provide a list of approved private building inspectors, or shall recognize municipal or provincial building inspectors authorized to undertake inspections of Residential Units in the jurisdiction where the Residential Unit is situated. Each Residential Unit registered in the Program must receive a satisfactory inspection and written reports thereon as determined by the Program as condition precedent to registration of the Residential Unit.
 - b. The Member agrees to abide by the findings of the Construction Assessments and ensure that the items noted are repaired in a timely and appropriate manner. Failure to repair construction deficiencies as noted in the Assessments may be deemed a breach of Section 6.a of this Agreement.
 - c. If in the sole determination of PHW, the Residential Unit requires re-inspection due to the construction deficiencies, PHW may charge a fee of One Hundred Fifty Dollars (\$150.00) for the re-inspection.
 - d. If PHW deems it appropriate, the Member shall cooperate in additional periodic inspections and procedures and shall provide inspector access to the Residential Unit at all times prior to issuance of a Completion Certificate for inspection purposes.
 - e. The Member acknowledges that building inspectors may be independent contractors and might not represent PHW or the Warranty Provider. The Member further acknowledges that neither PHW nor the Warranty Provider shall have any duty or obligation to the Member regarding review or enforcement of any building inspector's report and it shall be the sole obligation of the Member to ensure that the recommendations and requirements of the building inspector are adhered to by the Member.
- 8. Warranty Obligations**
- a. A copy of the applicable Warranty Certificate(s) is (are) attached to and form(s) a part of this Agreement.
 - b. The Member shall promptly complete or correct, at its own expense and without cost to the Purchaser, Patent Defects and deficiencies outlined in the Completion Certificate, and shall correct Latent Defects and Structural Defects which appear within one (1) year following the Completion Date.
 - c. If the Member shall default in any obligation to a Purchaser, or PHW or the Warranty Provider, then the Member shall and does hereby indemnify PHW and the Warranty Provider against any and all claims, demands, losses, costs, charges and expenses whatsoever which the Program or PHW or the Warranty Provider may suffer or incur by reason of any such default by the Member in connection with any matter or thing undertaken by the Program or PHW or the Warranty Provider pursuant to this Agreement or under the provisions of or in relation to the Warranty or any assurance given pursuant thereto, including without limitation:

- i. the cost of labour and materials supplied and work performed with respect to every Residential Unit; and
 - ii. all costs, charges and expenses which PHW and/or the Warranty Provider may incur in investigating, negotiating, settling or litigating any claim including legal costs on a solicitor and his own client basis; and
 - iii. all fees and accounts of any architects, professional engineers or consultants engaged by PHW and/or the Warranty Provider in connection with any claim made against PHW or the Warranty Provider under a Warranty or in connection with a Residential Unit.
- d. The Member acknowledges and agrees that PHW and/or the Warranty Provider shall have the right to pay, settle or compromise any claim, cost or expense in connection with a Warranty and the cancelled cheque of PHW or the Warranty Provider in respect thereto shall be prima facie evidence of the propriety thereof and of the Member's liability to PHW or the Warranty Provider for such amounts and any settlement or compromise made by PHW or the Warranty Provider shall not in any manner release or diminish the liability of the Member to PHW or the Warranty Provider under the provisions of this Agreement.
- e. The Member agrees to pay to PHW or the Warranty Provider upon demand all sums owing to PHW or the Warranty Provider by the Member pursuant to the provisions of this Agreement, together with interest thereon calculated at the rate of eighteen (18%) percent per annum from the date of demand until the sum demanded has been paid in full.
- f. The Member shall pay as and when the same fall due all accounts for materials and labour supplied and work performed on every Residential Unit and shall keep title thereto free of all liens and encumbrances in respect thereto.
- g. The Member hereby assigns to PHW or the Warranty Provider on the earlier of the date the Program makes a payment under a Warranty, or the day preceding the bankruptcy, insolvency or winding-up of the Member any and all causes of action the Member has or may have against sub-trades and suppliers of the Member in respect to any matter which the Program or the Warranty Provider may have liability to a Purchaser under a Warranty. The Member shall not release any sub-trade, supplier or third party from any cause of action that PHW or the Warranty Provider may have against all or any of them in respect to any matter for which the Program or the Warranty Provider may have liability to a Purchaser under a Warranty or in any way prejudice the subrogation rights of PHW or the Warranty Provider against such sub-trade, supplier or third party.
- h. Subject to the provisions of this Agreement, the Program agrees to provide the coverage contained in the applicable Warranty Certificate subject to the terms, exclusions, limitations and conditions therein.
- 9. Warranty Claims**
- a. If PHW receives a claim under a Warranty from a Purchaser with respect to a Latent Defect or Structural Defect in a Residential Unit, PHW will investigate the claim and provide written notice to the Member specifying the nature and extent of the Latent Defect or Structural Defect that is to be repaired or remedied by the Member pursuant to the Warranty. If after the processes of Conciliation and Arbitration, the Member fails to properly repair or remedy the Latent Defect or Structural Defect following receipt of notice thereof from PHW, or fails to carry out such remedial work or repair in a good and workmanlike manner and in compliance with the Building Code, PHW may engage such architects, engineers or consultants as it deems necessary to investigate and provide a report or reports thereon. PHW may engage another contractor to perform the necessary remedial work or repair the Latent Defect or Structural Defect by carrying out such work or repairs in accordance with the Building Code.
- b. The Member shall cooperate fully in the Warranty processes of Conciliation and Arbitration, and shall, upon the written request of PHW, furnish to PHW or its investigator copies of the plans and specifications for the Residential Unit, drainage certificate, soil test report, foundation design specifications and details of prescribed materials if any, and copies of all documents in the possession of the Member that relate to the Project under Contract for that Residential Unit.
- c. The Member shall be bound by and shall comply with the decision and recommendations of PHW resulting from the investigation of a Warranty claim.
- d. The Member shall have a representative present at the Residential Unit when PHW performs an investigation of a Latent Defect or Structural Defect under a Warranty. PHW will notify the Member in advance of the scheduled time and date of the investigation.
- e. In the event that a Purchaser invokes Arbitration in respect to the decision or recommendations of PHW, the Member agrees to cooperate in the Arbitration process, and be bound by the decision of the Arbitrator.
- 10. Termination or Suspension of Membership**
- a. The membership of the Member in the Program and of any Affiliated Member shall cease and terminate upon the occurrence of any of the following events:
- i. If the Member commits an act of fraud; or
 - ii. If the Member becomes insolvent or bankrupt or subject to the provisions of the Winding Up Act or the Bankruptcy and Insolvency Act; or
 - iii. If a receiver or receiver manager is appointed over the Member's property.
- b. PHW or the Warranty Provider may, at its option, terminate the Member's membership in the Program and rescind registration of the Residential Unit with written notice to the Member upon the occurrence of any of the following events:
- i. If the Member shall fail to pay when due any monies owing to PHW or the Warranty Provider pursuant to this Agreement; or
 - ii. If the Member fails to perform any of its obligations under this Agreement or a Warranty, or fails to comply with the procedures or other requirements of the Program; or
 - iii. If the Member ceases to carry on business or abandons a Project under Contract without just cause; or
 - iv. If any material adverse change occurs in the financial condition of the Member or of any guarantor of the obligations of the Member to PHW or the Warranty Provider; or
 - v. If any representation, warranty, certificate or report made in connection with this Agreement or in connection with registration of a Residential Unit is false or misleading in any material respect; or
 - vi. If the Member fails to respond to a Warranty claim from a Purchaser in a timely fashion in accordance with the provisions of this Agreement.
- c. If and whenever PHW or the Warranty Provider believes there may be reason to terminate a Member's membership in the Program, and rescind registration of the Residential Unit, PHW or the Warranty Provider may immediately do so by giving written notice to the Member specifying the reason for suspension or rescission. If the Member's membership in the Program is not terminated within ninety (90) days following the giving of notice of suspension by PHW or the Warranty Provider, the Member's membership in the Program shall be reinstated; however, such reinstatement shall not affect the right of PHW or the Warranty Provider to suspend or terminate the Member's membership in the Program at a future date.
- d. The Member may terminate its membership in the Program by giving thirty (30) days prior written notice to PHW.
- e. During suspension or forthwith following termination, the Member shall not in any way advertise or display itself as being a member of the Program, shall not use and shall return all materials bearing the Program logos or any reference to the Program, including references to the Warranty Provider, and shall promptly notify in writing every Purchaser of a registered Residential Unit for which a Completion Certificate has not been issued that the Member's membership in the Program has been suspended or terminated and that all warranty coverage issued by the Program is void and that any deposit protection and warranty insurance offered by the Program is void.
- f. Should a Member's membership in the Program be terminated as per Sections 10(a.) and 10 (b.) of the Agreement, or should the registration of the Residential Unit be cancelled then the Program will refund the Registration Fee less One Thousand Dollars (\$1,000.00) for administrative expenses.
- g. Termination or suspension of the Member's membership in the Program shall in no way release or diminish the obligations of the Member under a Warranty or to PHW or the Warranty Provider under this Agreement with respect to any Residential Units previously warranted under the Program.
- 11. Financial Statements of Member**
- In order to induce PHW and the Warranty Provider to accept the Member into the Program, the Member represents and warrants to PHW and the Warranty Provider that the financial statements of the Member furnished to PHW and the Warranty Provider in connection with the Member's application for membership in the Program or

renewal of such membership have been prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior periods, are correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the Member as at the respective dates of the financial statements and the sales, earnings and results of operations of the Member for the respective periods covered by the financial statements.

12. Member Performance Security

- a. If a Letter of Credit, cash deposit, or other security is required of the Member as a condition precedent to acceptance of the Member as a member of the Program, the Member agrees that PHW or the Warranty Provider may draw upon the full amount of the Letter of Credit or the cash deposit, or enforce the security in the event that the Member becomes indebted to PHW or the Warranty Provider under the terms of this Agreement or any other agreement between PHW and/or the Warranty Provider and the Member. PHW or the Warranty Provider may demand and collect the full amount of the Letter of Credit if a replacement Letter of Credit satisfactory to PHW and the Warranty Provider is not delivered to PHW by the Member at least thirty (30) days prior to expiration of any existing Letter of Credit held by PHW.
- b. If the proceeds of the Letter of Credit or the amount of the cash deposit are insufficient to pay and satisfy the obligations of the Member to PHW and the Warranty Provider under this Agreement, the Member shall pay to PHW or the Warranty Provider upon demand, the amount by which the Member's liability or indebtedness to PHW or the Warranty Provider under this Agreement exceeds the unused amount of the Letter of Credit or cash deposit.
- c. Every Letter of Credit which the Member is required to furnish under this Agreement shall be drawn on or issued by a financial institution acceptable to PHW and the Warranty Provider, shall be irrevocable and expire not less than one (1) year from date of issue and be in form and substance acceptable to PHW and the Warranty Provider.

13. Dispute Resolution

- a. If an unresolved dispute arises between the Member and the Purchaser regarding the Member's obligations under a Warranty, either the Member or the Purchaser may submit the matters in issue to PHW for final resolution through the processes of Conciliation and/or Arbitration.
- b. PHW shall review the matters in issue and conduct such inspections of the Residential Unit as it deems necessary, with the cost of such inspections to be born by the Purchaser and/or Member as determined by PHW.
- c. In order to inspect Latent Defects or Structural Defects, access to the Residential Unit shall be given to PHW and/or its consultants during normal business hours upon request.
- d. Within thirty (30) days following inspection of the Residential Unit by PHW and/or its consultants, PHW shall issue a written Conciliation report on the matters in issue and provide the Member and Purchaser with a copy of the report. The recommendations and conclusions of PHW set forth in the report shall be final and binding on the Member and the Purchaser.
- e. If the report issued by PHW requires the Member to repair any Latent Defects or Structural Defects, the Member shall do so promptly, in a good and workmanlike manner, and in compliance with the Building Code and the Construction Guidelines. All repairs must be completed within the time frame specified in Schedule A.

14. Entire Agreement

This Agreement contains the entire agreement of the parties and shall not be altered or amended except by written agreement executed by PHW, the Warranty Provider and the Member.

15. Assignment

The Member shall not assign or transfer this Agreement. Any purported transfer or assignment shall be null and void.

16. Interpretation

This Agreement shall be interpreted and enforced in accordance with the laws of the Province of Alberta.

17. Severability

In the event that any provision or provisions of this Agreement shall be found to be void or invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

18. Notice

- a. Any notice required or permitted to be given hereunder may be delivered or sent by registered mail, postage prepaid, to the Warranty Provider, PHW or the Member at their respective addresses set forth on the first page of this Agreement.

- b. Any notice, if delivered, shall be deemed to have been given on the day on which it was delivered, or if mailed as aforesaid, shall be deemed to have been given and received on the third business day following the day it was mailed from any post office in Canada.
- c. Any party may change its address for notice at any time by notice in writing delivered or mailed to the others as aforesaid.

19. Headings

The headings contained in this Agreement are for reference only, and shall not be used to construe or interpret any of the provisions of this Agreement.

20. Waiver

No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by the parties hereto. The waiver of a breach of or default under any of the terms of this Agreement shall not be considered a waiver of any other breach or default.

21. Extended Meanings

Words importing the singular number include the plural and vice versa, and words importing gender shall include all genders or a body corporate where the context requires.

22. Enurement

This Agreement shall enure to the benefit of and be binding upon the Member, the Warranty Provider and PHW and successors and assigns of the Warranty Provider and PHW and successors and permitted assigns of the Member.

23. Agency

- a. The Member acknowledges and agrees that:
 - i. It is an independent contractor and not an agent of or partner with PHW or the Warranty Provider; and
 - ii. Neither the Member nor its employees are authorized to hold themselves out as agents of PHW or the Warranty Provider; and
 - iii. Neither the Member nor its employees have authority to bind or obligate PHW or the Warranty Provider in any manner whatsoever.
- b. The Member agrees to indemnify and hold PHW and the Warranty Provider harmless against any and all manner of actions, causes of action, debts, demands, and all losses, costs, damages and expenses (including legal expenses on a solicitor and his own client basis) brought against or suffered or incurred by PHW and/or the Warranty Provider as a result of the Member's breach of this Agreement.

IN WITNESS WHEREOF the Member, and PHW have duly executed this Agreement as of the date and year first above written.

Progressive Home Warranty Solutions Inc.

Per: _____

Member: _____
(Print Name)

Per: _____
(Authorized Signature)

Indemnity Agreement

THIS INDEMNITY AGREEMENT is made as of the _____ day of _____ 20__

BETWEEN: _____

(Full Company Name of Guarantor)

and

Progressive Home Warranty Solutions Inc. (PHW)

120, 20 Circle Drive, St. Albert, Alberta, T8N 7L4

For a home located at:

Address

City

Province

Postal Code

Legal Address

(hereinafter called the "Residential Unit")

WHEREAS:

- 1) the Guarantor is the Applicant and participates in a Progressive Home Warranty Solution Inc. (PHW) warranty program (Program);
- 2) in connection with the Program, PHW has executed one or more warranties in favour of the Guarantor (each referred to herein as a "Warranty", more than one referred to herein as "Warranties");
- 3) as per the terms and conditions of the Membership Agreement, the Guarantor has agreed to indemnify PHW against any losses which PHW may suffer arising out of its obligations pursuant to the Warranties;

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by all parties hereto), the parties hereby agree as follows:

- (1) **INDEMNITY.** The Guarantor hereby agrees to indemnify and save harmless PHW during the Indemnity Period from and against any and all claims, demands, losses, costs charges and expenses whatsoever (including without limitation, legal fees) which PHW may suffer or incur arising out of or in consequence of:
 - (i). PHW obligations pursuant to each of the Warranties,
 - (ii) any investigation made by PHW on account of each of the Warranties, and
 - (iii) PHW defending, prosecuting or settling any claim, suit or other proceedings which may be brought or threatened by or against the Guarantor PHW in connection with each of the Warranties for this Agreement.

The Guarantor agrees that under the circumstances and in view of the Warranties, the terms of this Agreement are reasonable.

- (2) **PAYMENTS.** In the event of any payment by PHW under the Warranties, the Guarantor shall, immediately upon such payment by PHW pay to PHW the indemnification payments provided for herein.
- (3) **INDEMNITY PERIOD.** "Indemnity Period" means, in respect of each Warranty, the period commencing effective the date on the declaration page of each Warranty (the "Effective Date") and ending on such date as is one (1) year following the Effective Date.
- (4) **REPRESENTATION AND WARRANTY.** The Guarantor hereby represents and warrants to PHW that each of the statements made by the Guarantor on all documents relating to each of the Warranties, is true, accurate and complete.
- (5) **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Province of Alberta.
- (6) **NOTICE.** Any notice or direction required or permitted to be given hereunder shall be given in writing and mailed postage prepaid or delivered by one party to the other as follows:

in the case of Guarantor _____, and in the case of PHW to:
Progressive Home Warranty Solutions Inc. 120, 20 Circle Drive, St. Albert, Alberta T8N 7L4.

Any notice or direction as aforesaid, if delivered, shall be deemed to be given or sent on the day which it was delivered, or if mailed, shall be deemed to have been given or mailed on the third business day following the day it was mailed. Any party may, from time to time, give notice in writing of any change to its address, and in such an event, the address of such party shall be deemed to be changed accordingly.
- (7) **ENUREMENT.** This Agreement shall ensure to the benefit of and shall be binding upon the parties hereto and their respective successors but shall not be assigned by any party without the prior written consent of all other parties hereto, which consent shall not be unreasonably withheld.
- (8) **WAIVER.** No Waiver of any provision of this Agreement shall constitute a continuing waiver unless expressly provided in writing.

IN WITNESS WHEREOF this Agreement has been executed by the Guarantor in favour of PHW.

Date: _____ Per: _____

Authorized Signature

GUARANTEE OF: _____

(Name of Guarantor)

(Hereinafter called the "Guarantor")

TO: PROGRESSIVE HOME WARRANTY SOLUTIONS INC.

(Hereinafter called "PHW", administrator of the
ONE Home Warranty Program)

and

Echelon General Insurance Managers

(Hereinafter called "EGIM")

c/o # 120, 20 Circle Drive, St. Albert, Alberta, T8N 7L4

RE: _____

(Hereinafter called the "Applicant Firm")

For a Residential Unit located at:

Street

City

Province

Postal Code

Legal

IN CONSIDERATION of PHW and EGIM accepting the Applicant Firm as a member of the Program outlined in the Membership Agreement between PHW, EGIM and the Applicant Firm (the "Program") and continuing to deal with the Applicant Firm, and in consideration of PHW and EGIM underwriting the limited warranty coverage's to or for customers of the Applicant Firm, the undersigned (jointly and severally if more than one) hereby jointly and severally guarantees payment to PHW and/or EGIM of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Applicant Firm to PHW and/or EGIM or remaining unpaid by the Applicant Firm to PHW and/or EGIM in connection with the Program **as per the terms and conditions of the Membership Agreement**, whether arising from dealings between PHW and/or EGIM and the Applicant Firm or from other dealings with a customer of the Applicant Firm or from other dealings or proceedings by which PHW and/or EGIM may be or become in any manner whatsoever a creditor of the Applicant Firm and wherever incurred and whether incurred by the Applicant Firm alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses (such debts and liabilities being herein called the "Guaranteed Liabilities"). **The liability of the undersigned hereunder shall be limited to thirty thousand dollars (\$30,000.00)**. The undersigned shall pay interest on any sum payable hereunder from the date of demand for payment until payment at the rate of eighteen percent (18 %) per annum. The obligations of the undersigned and each of them, if more than one, shall be joint and several and they and each of them, if more than one, jointly and severally covenant and agree with PHW and EGIM as follows:

1. Herein the word "Guarantor" means the undersigned and, if there is more than one each of them jointly and severally.
2. The Guarantor's liability to make payment under this Guarantee shall arise forthwith after demand for payment has been made in writing on the undersigned or any one of

them, if more than one, and such demand shall be deemed to have been effectually made when an envelope containing such demand addressed to the undersigned or such one of them at the address of the undersigned or such one of them last known to PHW or EGIM is posted, postage prepaid, in the post office; and the Guarantor's liability shall bear interest from the date of such demand at the rate set out above.

3. Upon default in payment of any sum owing by the Applicant Firm to PHW and/or EGIM at any time, PHW and EGIM may treat all Guaranteed Liabilities as due and payable and may forth with collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account. A written statement signed by the General Manager of PHW or an officer of EGIM as to the amount remaining unpaid to PHW and/or EGIM at any time by the Applicant Firm shall be conclusive evidence and shall, in any event, be prima facie evidence against the Guarantor as to the amount remaining unpaid to PHW and/or EGIM at such time by the Applicant Firm.
4. This Guarantee shall be a continuing Guarantee of all of the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to PHW and/or EGIM; and this Guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to PHW or EGIM.
5. PHW and EGIM shall not be bound to exhaust its recourse against the Applicant Firm or others or any securities or other guarantees it may at any time hold before being entitled to payment from the Guarantor, and the Guarantor renounces all benefits of discussion and division.
6. This Guarantee shall be in addition to and not in substitution for any other guarantees or other securities which PHW

- and/or EGIM may now or hereafter hold in respect of the Guaranteed Liabilities and PHW and EGIM shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any monies or other assets which PHW and EGIM may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which PHW or EGIM may now have or hereafter hold in respect of the Guaranteed Liabilities, and whether occasioned by the fault of PHW or EGIM or otherwise, shall in any way limit or lessen the Guarantor's liability.
7. Without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent of or giving notice to the Guarantor, PHW and EGIM may discontinue, reduce, increase or otherwise vary the credit of the Applicant Firm, may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Applicant Firm and others, including the Guarantor and any other guarantor as PHW and EGIM may see fit, and PHW and EGIM may take, abstain from taking or perfecting, vary, exchange, renew, discharge, give up, realize on or otherwise deal with securities and Guarantees in such manner as PHW and EGIM may see fit, and PHW and EGIM may apply all monies received from the Applicant Firm or others or from securities or guarantees upon such parts of the Guaranteed Liabilities as PHW and EGIM may see fit and change any such application in whole or in part from time to time.
 8. Until repayment in full of all the Guaranteed Liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by PHW and EGIM from the Applicant Firm or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this Guarantee and the Guarantor shall not claim any set-off or counterclaim against the Applicant Firm in respect of any liability of the Applicant Firm to the Guarantor, claim or prove in the bankruptcy or insolvency of the Applicant Firm in competition with PHW or EGIM or have any right to be subrogated to PHW or EGIM.
 9. This Guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Applicant Firm, by any change in the name of the Applicant Firm, or in the partnership of the Applicant Firm, if a partnership, or in the objects, capital structure or constitution of the Applicant Firm, if a corporation, or by the sale of the Applicant Firm's business or any part thereof or by the Applicant Firm being amalgamated with a corporation, but shall notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred and in the case of a change in the Partnership of a Applicant Firm which is a partnership or in the case of the Applicant Firm being amalgamated with a corporation, this Guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Applicant Firm" shall include each such resulting partnership and corporation.
 10. The undersigned shall have a continuing liability to PHW and EGIM under this Guarantee to the extent of the Guaranteed Liabilities of the Applicant Firm to PHW and/or EGIM from time to time, provided however that for the purpose of the Limitations of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this Guarantee and no cause of action against the undersigned shall arise hereunder unless and until PHW or EGIM has served written demand upon the undersigned to pay or otherwise observe or perform its obligations under this Guarantee and the undersigned has failed to do so promptly following service of such demand.
 11. This Guarantee embodies all the Agreement between the parties hereto relative to the Guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that PHW and EGIM shall not be bound by any representations or promises made by the Applicant Firm to the Guarantor. Possession of this Instrument by PHW and EGIM shall be conclusive evidence against the Guarantor that the Instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with and this Guarantee shall be operative and binding notwithstanding the non-execution thereof by any proposed signatory.
 12. This Guarantee shall be governed in all respects by the laws of the Province of Alberta.
 13. This Guarantee shall ensure to the benefit of and be binding upon PHW and EGIM, its successors and assigns, and the Guarantor and its successors and assigns.
 14. In this Guarantee, words importing the singular number include the plural and vice versa, and words importing gender shall include all genders or a body corporate where the context requires.

IN WITNESS WHEREOF the Guarantor has affixed his hand and seal at the City of _____, in the Province

of _____, this _____ day of _____, _____.

SIGNED, SEALED and DELIVERED)	
in the presence of)	
_____)	_____
)	Print Name of Guarantor
_____)	
Witness)	_____ (seal)
)	Signature of Guarantor

AFFIDAVIT OF EXECUTION

CANADA) I, _____

PROVINCE OF _____) of _____

TO WIT:) in the Province of _____,

MAKE OATH AND SAY AS FOLLOWS:

1. THAT I WAS PERSONALLY present and did see _____, the Guarantor named in the within annexed instrument, who is personally known to me to be the person named therein, duly sign, and execute the same for the purposes named therein.
2. THAT THE SAME was executed at _____, in the Province of _____, and that I am the subscribing witness thereto.
3. THAT I KNOW the said _____ and he is in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the City of _____, in the Province of _____, this
_____ day of _____, _____.

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF _____

)
)
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)
)
)
)

**THE GUARANTEES ACKNOWLEDGMENT ACT
CERTIFICATE OF NOTARY PUBLIC**

THE UNDERSIGNED HEREBY CERTIFIES that:

1. _____ of _____,
(Guarantor Name) (Guarantor Address)
the guarantor in the guarantee dated the _____ day of _____, 20__, made
between _____ and
(Guarantor Name)
Progressive Home Warranty Solutions Inc. and EGIM, which this certificate is attached to or noted
upon, appeared in person before me and acknowledged that he had executed the guarantee.
2. I satisfied myself upon examination of him that he is aware of the contents of the guarantee and
understands it.

GIVEN at city _____, province _____, this day of _____, _____.

**A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF _____**

STATEMENT OF GUARANTOR

I am the person named in this Certificate.

GUARANTEE OF: _____

(Name of Guarantor)

(Hereinafter called the "Guarantor")

TO: PROGRESSIVE HOME WARRANTY SOLUTIONS INC.

(Hereinafter called "PHW", administrator of the
ONE Home Warranty Program)

and

Echelon General Insurance Managers

(Hereinafter called "EGIM")

c/o # 120, 20 Circle Drive, St. Albert, Alberta, T8N 7L4

RE: _____

(Hereinafter called the "Applicant Firm")

For a Residential Unit located at:

Street

City

Province

Postal Code

Legal

IN CONSIDERATION of PHW and EGIM accepting the Applicant Firm as a member of the Program outlined in the Membership Agreement between PHW, EGIM and the Applicant Firm (the "Program") and continuing to deal with the Applicant Firm, and in consideration of PHW and EGIM underwriting the limited warranty coverage's to or for customers of the Applicant Firm, the undersigned (jointly and severally if more than one) hereby jointly and severally guarantees payment to PHW and/or EGIM of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Applicant Firm to PHW and/or EGIM or remaining unpaid by the Applicant Firm to PHW and/or EGIM in connection with the Program **as per the terms and conditions of the Membership Agreement**, whether arising from dealings between PHW and/or EGIM and the Applicant Firm or from other dealings with a customer of the Applicant Firm or from other dealings or proceedings by which PHW and/or EGIM may be or become in any manner whatsoever a creditor of the Applicant Firm and wherever incurred and whether incurred by the Applicant Firm alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses (such debts and liabilities being herein called the "Guaranteed Liabilities"). **The liability of the undersigned hereunder shall be limited to thirty thousand dollars (\$30,000.00)**. The undersigned shall pay interest on any sum payable hereunder from the date of demand for payment until payment at the rate of eighteen percent (18 %) per annum. The obligations of the undersigned and each of them, if more than one, shall be joint and several and they and each of them, if more than one, jointly and severally covenant and agree with PHW and EGIM as follows:

1. Herein the word "Guarantor" means the undersigned and, if there is more than one each of them jointly and severally.
2. The Guarantor's liability to make payment under this Guarantee shall arise forthwith after demand for payment has been made in writing on the undersigned or any one of

them, if more than one, and such demand shall be deemed to have been effectually made when an envelope containing such demand addressed to the undersigned or such one of them at the address of the undersigned or such one of them last known to PHW or EGIM is posted, postage prepaid, in the post office; and the Guarantor's liability shall bear interest from the date of such demand at the rate set out above.

3. Upon default in payment of any sum owing by the Applicant Firm to PHW and/or EGIM at any time, PHW and EGIM may treat all Guaranteed Liabilities as due and payable and may forth with collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account. A written statement signed by the General Manager of PHW or an officer of EGIM as to the amount remaining unpaid to PHW and/or EGIM at any time by the Applicant Firm shall be conclusive evidence and shall, in any event, be prima facie evidence against the Guarantor as to the amount remaining unpaid to PHW and/or EGIM at such time by the Applicant Firm.
4. This Guarantee shall be a continuing Guarantee of all of the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to PHW and/or EGIM; and this Guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to PHW or EGIM.
5. PHW and EGIM shall not be bound to exhaust its recourse against the Applicant Firm or others or any securities or other guarantees it may at any time hold before being entitled to payment from the Guarantor, and the Guarantor renounces all benefits of discussion and division.
6. This Guarantee shall be in addition to and not in substitution for any other guarantees or other securities which PHW

- and/or EGIM may now or hereafter hold in respect of the Guaranteed Liabilities and PHW and EGIM shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any monies or other assets which PHW and EGIM may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which PHW or EGIM may now have or hereafter hold in respect of the Guaranteed Liabilities, and whether occasioned by the fault of PHW or EGIM or otherwise, shall in any way limit or lessen the Guarantor's liability.
7. Without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent of or giving notice to the Guarantor, PHW and EGIM may discontinue, reduce, increase or otherwise vary the credit of the Applicant Firm, may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Applicant Firm and others, including the Guarantor and any other guarantor as PHW and EGIM may see fit, and PHW and EGIM may take, abstain from taking or perfecting, vary, exchange, renew, discharge, give up, realize on or otherwise deal with securities and Guarantees in such manner as PHW and EGIM may see fit, and PHW and EGIM may apply all monies received from the Applicant Firm or others or from securities or guarantees upon such parts of the Guaranteed Liabilities as PHW and EGIM may see fit and change any such application in whole or in part from time to time.
 8. Until repayment in full of all the Guaranteed Liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by PHW and EGIM from the Applicant Firm or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this Guarantee and the Guarantor shall not claim any set-off or counterclaim against the Applicant Firm in respect of any liability of the Applicant Firm to the Guarantor, claim or prove in the bankruptcy or insolvency of the Applicant Firm in competition with PHW or EGIM or have any right to be subrogated to PHW or EGIM.
 9. This Guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Applicant Firm, by any change in the name of the Applicant Firm, or in the partnership of the Applicant Firm, if a partnership, or in the objects, capital structure or constitution of the Applicant Firm, if a corporation, or by the sale of the Applicant Firm's business or any part thereof or by the Applicant Firm being amalgamated with a corporation, but shall notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred and in the case of a change in the Partnership of a Applicant Firm which is a partnership or in the case of the Applicant Firm being amalgamated with a corporation, this Guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Applicant Firm" shall include each such resulting partnership and corporation.
 10. The undersigned shall have a continuing liability to PHW and EGIM under this Guarantee to the extent of the Guaranteed Liabilities of the Applicant Firm to PHW and/or EGIM from time to time, provided however that for the purpose of the Limitations of Actions Act of Alberta or any similar legislation, the undersigned shall not be in breach of this Guarantee and no cause of action against the undersigned shall arise hereunder unless and until PHW or EGIM has served written demand upon the undersigned to pay or otherwise observe or perform its obligations under this Guarantee and the undersigned has failed to do so promptly following service of such demand.
 11. This Guarantee embodies all the Agreement between the parties hereto relative to the Guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that PHW and EGIM shall not be bound by any representations or promises made by the Applicant Firm to the Guarantor. Possession of this Instrument by PHW and EGIM shall be conclusive evidence against the Guarantor that the Instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with and this Guarantee shall be operative and binding notwithstanding the non-execution thereof by any proposed signatory.
 12. This Guarantee shall be governed in all respects by the laws of the Province of Alberta.
 13. This Guarantee shall ensure to the benefit of and be binding upon PHW and EGIM, its successors and assigns, and the Guarantor and its successors and assigns.
 14. In this Guarantee, words importing the singular number include the plural and vice versa, and words importing gender shall include all genders or a body corporate where the context requires.

IN WITNESS WHEREOF the Guarantor has affixed his hand and seal at the City of _____, in the Province

of _____, this _____ day of _____, _____.

SIGNED, SEALED and DELIVERED)	
in the presence of)	
_____)	_____
)	Print Name of Guarantor
_____)	
Witness)	_____ (seal)
)	Signature of Guarantor

AFFIDAVIT OF EXECUTION

CANADA) I, _____

PROVINCE OF _____) of _____

TO WIT:) in the Province of _____,

MAKE OATH AND SAY AS FOLLOWS:

1. THAT I WAS PERSONALLY present and did see _____, the Guarantor named in the within annexed instrument, who is personally known to me to be the person named therein, duly sign, and execute the same for the purposes named therein.
2. THAT THE SAME was executed at _____, in the Province of _____, and that I am the subscribing witness thereto.
3. THAT I KNOW the said _____ and he is in my belief, of the full age of eighteen years.

SWORN BEFORE ME at the City of _____, in the Province of _____, this
_____ day of _____, _____.

A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF _____

)
)
)
)
)
)
)

**THE GUARANTEES ACKNOWLEDGMENT ACT
CERTIFICATE OF NOTARY PUBLIC**

THE UNDERSIGNED HEREBY CERTIFIES that:

1. _____ of _____,
(Guarantor Name) (Guarantor Address)
the guarantor in the guarantee dated the _____ day of _____, 20__, made
between _____ and
(Guarantor Name)
Progressive Home Warranty Solutions Inc. and EGIM, which this certificate is attached to or noted
upon, appeared in person before me and acknowledged that he had executed the guarantee.
2. I satisfied myself upon examination of him that he is aware of the contents of the guarantee and
understands it.

GIVEN at city _____, province _____, this day of _____, _____.

**A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF _____**

STATEMENT OF GUARANTOR

I am the person named in this Certificate.
