

Instalment Loan Contract

BORROWER INFORMATION (Registered Owner of Premise)

Last Name:		First Name:	Approval Number:
Installation Address:			Home Phone:
City:	Province:	Postal Code:	
Mailing Address (if different from above):			
Date of Birth: (mandatory)	SIN: (optional)	Email Address:	
Employer Name:	Bus. Phone:	Mobile Phone:	
Employment Status: <input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired			Annual Income:

ABOUT THE CO-BORROWER

Last Name:		First Name:	Relationship to Borrower:
Date of Birth (mandatory):	SIN: (optional)		Email Address: (optional)
Home Phone:	Bus. Phone:	Mobile Phone:	
Employment Status: <input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired			Annual Income:

PAYMENT INFORMATION (Borrower MUST select one of these options)

<p style="text-align: center;">Option 1 - Enbridge Gas Distribution Bill</p> <p>Enbridge Gas Account Number: _____</p> <p>Name on EGD Account: _____</p> <p>Account Holder Initials: _____</p> <p>Please note that the Account Holder must be either the Borrower or Co-Borrower on the contract.</p>	<p style="text-align: center;">Option 2 – Pre-Authorized Payments</p> <p>PAP Authorization: The undersigned agrees to make all payments to EcoHome Financial, in accordance with the Pre-Authorized Payment Plan, such as payments to be charged against the account of the customer. The undersigned also agrees to give prompt written notice of any change in the specified bank account.</p> <p>Authorizing Signature: _____</p> <p>Please provide a "VOID" cheque from the Borrower on this contract.</p>
---	--

ABOUT THE EQUIPMENT

QUANTITY	MAKE	MODEL	PRICE

ABOUT THE CONTRACT

1	Cash Price of the Equipment (incl. delivery and installation)	
2	GST	
3	PST/HST (HST applicable if equipment delivered after July 1st)	
4	Total Cash Price (1 + 2 + 3)	
5	Add: Other Fees	
6	Less: Down Payment	
7	Amount Financed (4 + 5 - 6)	
8	Repayment Term (in months)	
9	Amortization Term (in months) - applicable for 60/120 offering only	
10	Annual Interest Rate	
11	Total Monthly Payment (7 x Rate Factor for Product Offering)	
12	Total Obligation (8 x 11)	
13	** Residual - applicable for 60/120 only (7 X Residual Factor) - see residual factor on back	
14	Cost of Borrowing (12 + 13 - 7)	
	Deferral Period (in months – please input '0' for no deferral)	
	Administration Fee	

ABOUT THE DEALER

Dealer Name:	Sales Rep Name:	Phone Number:

By signing below you acknowledge you have read the attached Terms and Conditions of this Agreement and that such Terms and Conditions form an integral part of this Agreement which shall collectively be referred to as the "Agreement". You further acknowledge that you have received a copy of this Agreement. You further agree to be bound by all of the terms of this Agreement, including the pre-authorized payment plan. Where there is a Co-borrower, you understand that each of you is jointly and severally liable for all of the obligations under this Agreement. By signing below you certify that the information contained herein is true and correct. You authorize us and our assigns to use and disclose your personal information provided above to confirm your identity, to evaluate your creditworthiness or as otherwise required or permitted by law. You authorize us to make any inquiries concerning your credit and you authorize any consumer reporting agency, or any other company with whom you have financial relations, including your employer, to furnish credit information to us.

Date
Borrower Signature
Co-Borrower Signature

Terms and Conditions

These Terms and Conditions form an integral part of the EcoHome Financial Instalment Loan Contract which shall collectively be referred to as the “**Agreement**”. In this Agreement: “**you**” and “**your**” refer to the Borrower. Where there is a Co-borrower named, the same terms refer to the Borrower and the Co-borrower and all obligations under this Agreement shall be joint and several, “**Us**”, “**We**” and “**Our**” refer to EcoHome Financial and its authorized personnel, agents, contractors, designates or assigns. Unless otherwise agreed to and authorized by us in writing, all payments due under or in connection with this Agreement shall be due to EcoHome Financial in accordance with the method of payment selected by you and will commence the first period following the installation of the Equipment unless there is a Deferral Period. You hereby agree to make all payments provided for herein when due. If you fail to do so, all remaining payments shall at our option become due and payable.

As a term of this Agreement, you authorize us, our affiliates and anyone acting for us to collect, hold, use, exchange and disclose your personal information for any of the following purposes: to confirm your identity, to evaluate your creditworthiness, to administer this Agreement, to perform internal statistical analysis, to assign or securitize any amounts payable by you under this Agreement, or as otherwise required or permitted by law. You have a general right to access and rectify the personal information we hold. All matters surrounding our collection, use and disclosure of your personal information are fully explained in our Privacy Policy, a copy of which is available upon request. A list of our current affiliates is also available upon request. We have the right to make credit inquiries about you, from time to time, and you irrevocably consent to our receipt and exchange of credit information from credit reporting agencies, your employer, your references and persons with whom you have or may expect to have financial dealings. You may obtain a copy of our Privacy Policy upon making a request to us in writing to:

EcoHome Financial
Attention: Privacy Officer
1100 Burloak Drive, Seventh Floor
Burlington ON L7L 6B2 or by e-mail at privacyofficer@ecohomefinancial.com

1) Payments & Default Charges

If your contract includes a Deferral Period, your first payment will be due at the Deferred Payment Date. You agree to pay us the Total Obligation by making payments on the same day of each month. The term of this Agreement will start and interest will begin to accrue on the date that this Agreement is signed. Your first payment will be due on the next Payment Date, whether it be the first or fifteenth of the month. If any payment is dishonoured, you agree to pay a \$35.00 returned payment charge in addition to the amount that was rejected. Any amounts past due are also subject to an overdue interest rate of 1.5% per month or 19.56% per annum. Your obligation to pay in full all amounts due under this Agreement are absolute and unconditional under all circumstances and is not subject to abatement, reduction or set-off for any reason, even if the monthly payment includes a cost for service or maintenance. Payments will first be applied to the Cost of Borrowing under this Agreement and then to the unpaid balance owing unless you are in default under this Agreement, in which case payments may first be applied to any amounts owing, including costs and expenses, in our sole discretion. You may call our Customer Service Department, Monday through Friday from [9:00 a.m. to 5:00 p.m.] at [1-866-333-6460] to obtain information such as the first payment date, payout balance and other contract terms.

2) Pre-Authorized Payments

You authorize us to make withdrawals from the account identified in the attached sample cheque (“Your Account”) for payment of all amounts due under this Agreement. You warrant and guarantee that all persons whose signatures are required on Your Account have signed this Agreement and you agree that you will notify us, in writing, of any change in Your Account information before the next Payment Date. You direct the financial institution at which Your Account is located (“Your Bank”) to debit Your Account for such withdrawals and you acknowledge that delivery of this authorization to us constitutes delivery to Your Bank. You agree that your Bank has no duty to determine whether pre-authorized debits of Your Account for amounts due under this Agreement comply with this authorization. You agree that we will not notify you in advance of debiting Your Account for amounts due under this Agreement. Any cancellation by you of the authorizations in this Section will be effective on the 10th day following receipt by us of your written notice of cancellation, and will not affect your obligation to make the payments required under this Agreement. If a Payment Date falls on a weekend or a statutory holiday, Your Account will be debited on the next business day.

3) Equipment Selection, Warranties, and Limit of Liability

You acknowledge that you signed a purchase order with the Dealer to purchase the Equipment for an amount equal to the Total Cash Price. You further acknowledge that we make no representations or warranties as to the merchantability, fitness for purpose, quality or performance of any of the Equipment or the performance or fulfillment of any statement, representation, warranty or guarantee of the Dealer or manufacturer of the Equipment. You hereby irrevocably authorize and direct EcoHome Financial to pay the Total Cash Price to the Dealer. We have not made or given any warranties, representations, or conditions whatsoever with respect to the Equipment or this Agreement (whether express, implied, statutory or otherwise). If you encounter any problems with the Equipment, your only claim will be against the Dealer and/or the manufacturer of the Equipment and you agree that we will not be liable to you for any damages whatsoever. All warranties in respect to the Equipment that have been given or made to us are transferred by us to you, to the extent transferable. If you have any disputes or problems with the Dealer or manufacturer of the Equipment, you must continue to make your Monthly Payments and other payment obligations under this Agreement.

4) Ownership of Equipment and Security Interest

You own the Equipment and hereby grant to us a security interest in and to the Equipment and all proceeds of the Equipment until all amounts owing to us under this Agreement have been paid in full. You agree that we may, at your expense, register our security interest in the Equipment, including against the title to the premises where the Equipment is located. You agree to assist us in executing any documents necessary to perfect our security interest.

5) Default

You will be in default under this Agreement if any of the following occurs: a) should you move from the premises (see Item 11); b) you fail to pay any amount under this Agreement when due; c) you fail to keep the Equipment in good working order; d) you fail to keep the equipment free from all liens and security interests, except those in our favour; e) you become bankrupt or insolvent; or f) you breach any obligation under this Agreement.

6) Insurance

You must keep the Equipment insured against loss or damage and you give us the right to receive proceeds of all insurance covering the equipment. If you fail to carry adequate insurance, we may obtain it for you and charge you the premium. If the equipment is damaged, we may decide whether to use insurance proceeds to replace the Equipment or to apply them to what you owe. The loss, destruction or damage of the Equipment does not exclude you from making payments unless the insurance proceeds paid to us pay the total balance due.

7) Remedies

If you are in default under this Agreement, we may do one or more of the following: i) take possession of the Equipment and if necessary, disconnect it from any other property; ii) terminate this Agreement and require you to immediately pay us the remaining balance of the Total Obligation and all other amounts due under this Agreement together with and other administrative costs or fees incurred by us to collect amounts due by you; iii) store or dispose of the Equipment on such terms as we determine in our sole discretion; iv) add to your Total Obligation any default charges specified herein; and (v) exercise any other remedy available to us, whether at law, in equity or otherwise. All remedies are cumulative and not alternative.

8) Your Rights under the Consumer Protection Act (Ontario)

You may cancel this Agreement within 10 days after you sign and receive it. You may do this by telling us in writing at: P.O. Box 759 STN LCD1, Burlington ON, L7R-3Y7 Fax:1-877-689-3863 or by email at cservice@ecohomefinancial.com

9) Prepayment

You can prepay the balance of the Total Obligation and all other amounts you owe under this Agreement, including any interest on overdue amounts, at anytime without penalty. If you prepay the full outstanding balance, we will refund the portion of each such pre-paid charge that forms part of the Cost of Borrowing (see Item 13 of the Contract Details) to the extent required by law. You may prepay the full amount by calling us at 1-866-333-6460. You must tell us when you are going to prepay this amount

10) Electronic Version of this Agreement

We will retain a copy of this Agreement in electronic form only. You agree that a facsimile and/or an imaged copy is enforceable in a court of law.

11) Assignment

You will not sell, assign, transfer or otherwise dispose of or give up possession of the Equipment or any part thereof of your interest in any of it to anyone else (including any buyer of the Premises), without our prior written approval. This Agreement shall be binding upon you and your heirs, executors, administrators and legal representatives. We may sell, transfer, assign or otherwise dispose of our interest in this Agreement without notice to you or your prior consent.

12) No Waiver

No waiver or delay by us from taking action for any reason under any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver by us of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided. To the extent allowed by law, we may take other action not described in this Agreement and by doing so we will not lose our rights under this Agreement.

13) Extension & Renewals

We may extend, renew, or amend this Finance Agreement with your written consent without diminishing our interest in the Property or our rights or your obligations under this Finance Agreement. In addition, no waiver or delay in enforcing our rights shall act to diminish or cancel our rights under this Finance Agreement. If the Amortization is longer than the Loan Term, we have the option to automatically renew the Equal Payment Agreement at the end of the Loan Term. If we choose to renew your loan, we will provide you with written notice at least sixty (60) days prior to the end of the Loan Term advising you of (1) the final date of the existing Loan Term, (2) the new Amount of the Loan, (3) the new Loan Term, (4) the new Amortization period, (5) the new Rate Factor, (6) the new Interest Rate, (7) the new Equal Monthly Payment, (8) the new final payment and (9) the new Total Cost of Borrowing for the renewal period. The notice will also advise you that the loan will automatically be renewed unless we receive written notice from you at least thirty (30) days prior to the end of the existing Loan Term that the loan should not be renewed and the final payment should be withdrawn from your bank account at the end of the existing Loan Term.

**** Residual Rate Factor Table - 60/120 Offering:**

Long Term / Ammortization	Interest Rate	Residual Rate Factor
60 / 120	11.9 %	.6440

14) Miscellaneous

This Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. This Agreement contains the entire Agreement between you and us. You authorize us to correct any clerical errors to the Agreement without your acknowledging same.