

THE PARTIES to this Agreement are HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (the "Province") as represented by the Minister of Citizens' Services and the UNDERSIGNED (the "Applicant").

WHEREAS:

- A. *The Manufactured Home Act* (the "Act"), and the regulations enacted pursuant to it (the "Regulations") (collectively, the "Legislation"), provide for the electronic filing of several types of transactions required under the Legislation to be filed with the registrar in the registry maintained under the Act ("MHR");
- B. The filing of such transactions may be effected through functionality of the Website by way of access allowed under a BC Registries Premium Account;
- C. Such transactions are divided into two categories, Open Transactions and Restricted Transactions;
- D. While any Team Member may perform Open Transactions, only Qualified Suppliers may perform Restricted Transactions; and
- E. The Applicant wishes to become a Qualified Supplier pursuant to the terms of this Agreement.

NOW THEREFORE the parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement and the recitals to it, unless the context requires otherwise, the following definitions will apply:

- (a) "BC Registries Premium Account" means a BC Registries Website account with access to unlimited Transactions that has either a Deposit Account with the Province and is charged Fees in accordance with the BC Online Terms and Conditions or has entered into a PAD Agreement and is charged Fees in accordance with the agreement (as each such term is defined in the terms and conditions available on the BC Registries Premium Account);
- (b) "Effective Date" means the later of (i) the Province granting the Applicant status as a Qualified Supplier, and (ii) the coming into force of the Act;

- (c) "MHR" means the Manufactured Home Registry for the Province of British Columbia;
- (d) "Open Transactions" means electronic filings that may be performed by any BC Registries Premium Account holder, and includes Searches and Transport Permits (as permitted from time to time by the registrar of the MHR);
- (e) "Qualified Supplier" means a person designated by the registrar of the MHR as a qualified supplier for the purposes of the Legislation;
- (f) "Residential Exemption" means an exemption from the application of the Legislation made pursuant to section 21 of the Act and section 5(1) of the Regulations;
- (g) "Restricted Transactions" means electronic filings that may be performed only by Qualified Suppliers, and includes certain Transfers and Residential Exemptions, as permitted from time to time by the registrar of the MHR;
- (h) "Search" means an electronic search for information from the MHR, conducted in accordance with section 20 of the Act and section 20 of the Regulations;
- (h) "Subscriber" means a subscriber to a BC Registries Premium Account on the Website;
- (i) "Team Member" means an individual who is a Subscriber or who is authorized by a Subscriber to act on behalf of the Subscriber under a BC Registries Premium Account;
- (j) "Transfer" means a notice of transfer of property in a manufactured home pursuant to section 7 of the Act;
- (k) "Transport Permit" means a permit to transport a manufactured home, issued in accordance with the terms of the Legislation; and
- (l) "Website" means the BC Registry website having a URL as follows:

<https://www.account.bcregistry.gov.bc.ca/decide-business>

and, where the context requires, includes all information published on, and functionality provided by, the Website with the exception of the "Content" (as that term is defined in the "BC Registry Terms" as are published on the Website).

1.2 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.3 The division of this Agreement into articles and paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

2. WARRANTY

2.1 The Applicant warrants that:

- (a) The Applicant has the power and capacity to accept, execute and deliver this Agreement;
- (b) The Applicant is a Subscriber;
- (c) The Applicant, if applying as a Lawyer or Notary, is an individual, the Applicant is a practising member in good standing of the Law Society of British Columbia, or a practising member in good standing of the Society of Notaries Public of British Columbia;
- (d) The Applicant, if applying as a Lawyer or Notary, is not an individual, the Applicant will ensure that any Team Member performing the Restricted Transactions pursuant to this Agreement is (i) a practising member in good standing of the Law Society of British Columbia; or (ii) a practising member in good standing of the Society of Notaries Public of British Columbia or (iii) acting under the supervision of an individual as described in subparagraph (i) or (ii);
- (e) The Applicant, if applying as a Service Provider, Home Manufacturer or Manufactured Home Dealer, is registered to conduct business in the Province of British Columbia;
- (f) The Applicant, if applying as a Service Provider, has obtained approval from the registrar of the MHR to become a Qualified Supplier (Service Provider, Category A) pursuant to the application process for Qualified Suppliers (Service Provider) described at:

<http://www.bcregistryservices.gov.bc.ca/bcreg/mhrpg/index.page>
- (g) If the Applicant is not an individual, the individual who executes this Agreement on the Applicant's behalf is (i) authorized to do so by the Applicant, and (ii) the authorized signatory for the Applicant's Premium Account on the Website; and
- (h) This Agreement is legally binding upon and enforceable against the Applicant in accordance with its terms.

3. AGREEMENT

3.1 By completing and signing this Agreement, the Applicant is deemed to have accepted the terms and conditions of this Agreement, together with any applicable Schedules. Upon receipt of the Agreement, the Province may, at its sole discretion, grant the Applicant status as a Qualified Supplier of the Restricted Transactions, and provide the Applicant with access to the Restricted Transactions through the Applicant's BC Registries Premium Account on the Website.

3.2 The Province may, but is not obliged to, post the name and city/geographic area of Qualified Suppliers on the MHR website, which is found at:

<https://www2.gov.bc.ca/gov/content/housing-tenancy/owning-a-home/manufactured-home-registry>

3.3 This Agreement becomes effective upon the Effective Date. If the Province does not grant the Applicant status as a Qualified Supplier pursuant to paragraph 3.1, this Agreement is terminated upon the date the Province gives notice to the Applicant to that effect.

4. COVENANTS

4.1 The Applicant will perform all Restricted Transactions in accordance with the provisions of the Legislation, and the Applicant will ensure that all Team Members perform all Restricted Transactions in accordance with the provisions of the Legislation.

4.2 Without limiting the effect of paragraph 4.1, the Applicant will ensure that the Applicant and any Team Members are adequately trained and possess the required knowledge to perform the Restricted Transactions, which training and knowledge includes:

- (a) familiarity with the Legislation, as well as any additional relevant legal instruments pertaining to the filing of documents online;
- (b) knowledge of how to correctly complete any forms that must be filed to perform the Restricted Transactions;
- (c) understanding how to review such forms and transfer information without error using the MHR functionality available on the Website;
- (d) knowledge of how to verify that a name is a legal name and that a person is a legal owner, and understanding of the concept of legal names and legal ownership, including in respect of individuals, corporate entities, partnerships and trusts; and
- (e) understanding of the different types of tenancy and how each type should be filed with the MHR registry.

4.3 Without limiting the effect of paragraph 4.1, the Applicant will ensure that the Applicant and any Team Member perform the following steps when performing Restricted Transactions:

- (a) verify that the forms and/or online entries have been correctly completed (for example, all necessary fields are entered and signatures applied);
- (b) transfer information provided without error using the Website;

(c) verify that ownership and location details as recorded on the forms and/or online entries, land title search, or supplied by the client as the status quo prior to the filing, match the details recorded by the MHR;

(d) identify issues with previous filings that may affect the ability to make a further filing, and communicate such issues to the MHR and the client and offer procedural advice on how to resolve such issues, where appropriate;

(e) verify, as far as possible, that any name being entered for an owner is the owner's legal name; and

(f) verify that all required witness information has been completed.

4.4 Without limiting the effect of paragraph 4.1, the Applicant acknowledges and will comply with the Legislation as may be amended or updated from time to time including, without limitation, the following requirements:

(a) to retain and store documents (original documents or an image thereof) relating to the performance of Restricted Transactions for a period of 7 years;

(b) to store documents retained in accordance with subparagraph a) in electronic, microfilm, paper or other format, which allows copies to be made by means of a computer terminal or other electronic technology; and

(c) to provide copies of documents retained in accordance with subparagraph a) to persons who request them, within 7 days from the date of the request for such documents, at the address of the Applicant set out in the Subscriber's Website account.

4.5 Upon request, the Applicant will provide to the requesting party a copy or a certified copy of the documents described in paragraph 4.4, for the following fees:

(a) Copies will be provided for a fee of not more than \$10.00 plus \$0.50 per page; and

(b) Certified copies will be provided for a cost of not more than \$35.00 plus \$0.50 per page.

4.6 The documents referred to in paragraph 4.4 a) are to be held by the Applicant in trust for the Province, and will be delivered by the Applicant to the Province forthwith upon demand by the Province.

4.7 The Applicant, if applying as a Service Provider, Home Manufacturer, or Manufactured Home Dealer, will, without limiting its obligations and liabilities, and at its own expense, provide and maintain throughout the Term, with insurers authorized to do business in British Columbia, comprehensive general liability coverage in an amount not less than \$2,000,000 per occurrence against bodily injury, personal injury, and property damage and including liability assumed under this Agreement and including the Province as an

additional insured. All such insurance will:

- (a) be primary;
- (b) not require the sharing of any loss by any insurer of the Province; and
- (c) provide the Province with 30 days advance written notice of cancellation or material changes.

5. TERM

5.1 This Agreement will be in effect from the Effective Date until terminated in accordance with the provisions of this Agreement.

6. TERMINATION

6.1 The Province may terminate this Agreement:

- (a) immediately upon giving written notice of termination to the Applicant if, in the Province's sole opinion,
 - (i) any representation is untrue or any warranty, covenant, term or condition of this Agreement is breached, or
 - (ii) the Applicant becomes insolvent, commits an act of bankruptcy, makes a general assignment for the benefit of its creditors, or otherwise acknowledges its insolvency; or
- (b) for any other reason,

on giving at least 10 days' written notice of termination to the Applicant.

7. WAIVER

7.1 No failure or delay on the part of the Province to complain of an act or omission on the part of the Applicant or a Team Member, or to declare the Applicant in breach of this Agreement, will constitute a waiver by the Province of its rights under this Agreement.

8. ASSIGNMENT AND SUBCONTRACTING

8.1 The Applicant will not, without the prior written consent of the Province:

- (a) Assign or transfer this Agreement or any of the Applicant's rights under this Agreement; and
- (b) Subcontract any obligation of the Applicant under this Agreement.

9. AMENDMENT

9.1 The Applicant agrees that the Province may, at its sole discretion, amend the terms and conditions of this Agreement by providing notice of the revised Agreement to the Applicant. Continued performance of Restricted Transactions by the Applicant or any Team Members constitutes acceptance by the Applicant of the revised Agreement.

10. WARRANTY DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNITY

10.1 The Province assumes no responsibility or liability to any person performing Restricted Transactions, or accessing any information generated therefrom, and in particular:

- (a) in no event will the Province and its servants, agents, directors, contractors, and employees be liable for direct, indirect, general, special, or consequential damages including personal injury, lost profits, lost savings, or any other incidental damages arising out of the performance of, or inability to perform the Restricted Transactions, or to utilize any information or data contained therein; and
- (b) the Province and its servants, agents, directors, contractors, and employees make no warranty or representation, either express or implied, with respect to the Restricted Transactions.

10.2 The Applicant indemnifies and saves harmless the Province and its servants, agents, directors, contractors, and employees (each an "Indemnified Person") against any and all losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer, or be put to by reason of an act or omission of the Applicant or of its servants, agents, directors, contractors and employees, including but not limited to by reason of errors or omissions in the performance of Restricted Transactions, the unauthorized release of information to third parties or the provision of incorrect, incomplete or misleading information to third parties.

11. NOTICES

11.1 Any written notice the Applicant or the Province may be required or may desire to give to the other under this Agreement will be conclusively deemed validly given to or received by the addressee, if delivered personally or by recognized courier service, on the date of such personal delivery, if mailed by prepaid registered mail, on the third business day after the mailing of the same in British Columbia or on the seventh business day if mailed elsewhere, and if delivered by email, on the date received by the recipient:

- (a) If to the Subscriber, to the address or email address indicated on the Subscriber's application for the Service, or such other address or email address of which the Subscriber has notified the Province in writing; and
- (b) If to the Province:

Delivery by mail:

BC Online Partnership Office
Ministry of Citizens' Services
PO Box 9412 Stn Prov Govt
Victoria, BC V8W 9V1

Delivery by courier or in person:

BC Online Partnership Office
Ministry of Citizens' Services
E161 – 4000 Seymour Place
Victoria, BC V8X 4S8

Delivery by email:

bconline@gov.bc.ca

11.2 The Subscriber will provide the Province with timely written notice of any change of contact information provided by the Subscriber during the application process to become a Qualified Applicant, and after the provision of such notice, the updated contact information will be conclusively deemed to be the current contact information for the Subscriber, including the Subscriber's address or email address.

11.3 The Province may, from time to time, advise the Subscriber by notice in writing of any change of address of the Province and from and after the giving of such notice the address specified in the notice will, for the purposes of this Section 11, be conclusively deemed to be the address or email address of the Province.

11.4 In the event of a disruption of postal services, all mailed notices will be deemed validly given and received when actually received by the addressee.

12. GENERAL

12.1 This Agreement and any modification of it constitute the entire agreement between the parties.

12.2 The Schedules to this Agreement are part of this Agreement.

12.3 Time will be of the essence of this Agreement.

12.4 This Agreement will not in any way make the Applicant or any Team Member an employee, agent or independent contractor of the Province.

12.5 This Agreement will be for the benefit of and be binding upon the successors and permitted assigns of

the Applicant.

12.6 All provisions of this Agreement in favour of the Province, and all rights and remedies of the Province, either at law or in equity, will survive the termination of this Agreement.

12.7 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

