

### Readiness Assessment- Applies to Cash / Cheque / Credit Card / Loan Transactions (excludes lease/rentals)

The following is a Bill 59 Readiness Assessment of the **TYPICAL** disclosures required to be included in your **AGREEMENT WITH CUSTOMERS** (e.g. invoice) in order to comply with the requirements of the *Consumer Protection Act, 2002* (Ontario) and Ontario Regulation 8/18 made under the Act as of the date noted below. This document is being provided solely for informational purposes and does not provide any legal advice or analysis and should not be construed or relied upon as such. This assessment is meant to cover a typical transaction involving the products noted below, is not meant to be exhaustive, as it does not summarize any other applicable requirements mandated by manufacturers, the Ontario government or other regulatory bodies. Dealers should obtain independent legal advice with respect to their business practices to ensure compliance with applicable law.

If EcoHome Financial is providing financing, the loan agreement will be separate from your agreement with the customer. The items below would apply if an agreement is **negotiated** or **concluded** outside of your place of business (e.g., customer's home).

The following products or services ("**Prescribed Products**") are impacted by this new legislation:

- Furnaces
- Air conditioners
- Air cleaners or purifiers
- Water heaters
- Water treatment devices
- Water purifiers
- Water filters
- Water softeners
- Duct cleaning services
- Bundles of these goods or services or any goods or services that perform the function of these goods or services

Check	Description	Commentary
<input type="checkbox"/>	Records to show customer-initiated contract (unless exemption available). Could be inbound call record and would include the agreement with the mandated Disclosure Statement referenced below. Make note of telephone number for future look up reference.	Must maintain for three years from date contract is entered into.
<input type="checkbox"/>	Government of Ontario Disclosure Statement entitled "Important: What You Need to Know About Your Legal Rights" dated January 16, 2018, which shall form the first page of your agreement with customer.	Requires signoff by customer.
<input type="checkbox"/>	The name and address of the consumer.	Usually standard on invoice.
<input type="checkbox"/>	Any previous agreement(s) for any Prescribed Products that are still in effect.	Examples could be rentals or extended warranties.
<input type="checkbox"/>	Supplier's name (and its operating name, if any), phone number, physical address and any other contact information (email, fax, etc.)	Usually standard on invoice.
<input type="checkbox"/>	The name of the person(s) who solicited, negotiated and entered into the agreement with the customer.	Usually the sales representative.
<input type="checkbox"/>	The date on which and the address where the parties entered into the agreement.	
<input type="checkbox"/>	A fair and accurate description of the Prescribed Product to be supplied to the consumer, including the technical requirements, if any, related to its use.	Usually standard on invoice.
<input type="checkbox"/>	A statement as to whether the Prescribed Product is used or reconditioned.	Most cases will be "no".
<input type="checkbox"/>	If the customer is already leasing a Prescribed Product from another supplier, the name of the other supplier, the serial number or unique number of the existing Restricted Product, and if the new supplier is to remove the Prescribed Product, who is responsible for removal costs: customer, existing supplier, or another person.	Not applicable if customer owned.
<input type="checkbox"/>	An itemized list of any one-time or additional charges to the consumer, such as charges for delivery, installation, removal or late payment, and the amount of those charges, including taxes and interest.	Usually standard on invoice.
<input type="checkbox"/>	The total amount payable by the consumer under the agreement or, if there is more than one payment under the agreement, the amount of each payment as well as the terms of payment for all charges (e.g., deposit/due on installation, etc.)	Usually standard on invoice.
<input type="checkbox"/>	If the agreement includes a trade-in arrangement, a description of the trade-in arrangement and the amount of the trade-in allowance.	Not common for above noted products but need to include if applicable.
<input type="checkbox"/>	If the equipment is being financed (loan), reference to the agreement for financing – e.g. a statement such as "This invoice will be financed by way of a loan agreement between the customer and EcoHome Financial Inc."	N/A for cash / cheque / credit card transactions
<input type="checkbox"/>	Any other agreements (other than financing) related to the equipment (e.g., warranty, protection plan, etc.)	
<input type="checkbox"/>	Date of delivery and installation of equipment.	Use a reasonable estimated date if not known.
<input type="checkbox"/>	Notice of cancellation rights on front page of dealer agreement (e.g. invoice) in 12-point bold font as well as the required cancellation rights statement in the terms and conditions with a 12-point bold font heading and minimum 10-point font for the rest of the statement	Reference should appear on invoice.