



**EcoHome**  
FINANCIAL



**EMES**  
A Division of EMCO Corporation

FOR SERVICE & BILLING CALL: 1-888-275-2756 | 24 hrs / 7 days

## HVAC / OTHER LEASE AGREEMENT

### Customer 1 (Registered Owner of the Property):

First Name:	Last Name:	Middle Initial:	Home Phone:	Cell Phone:
Installation Address:	Unit Number:	City:	Province:	Postal Code:
<input type="checkbox"/> Mailing address (if different from installation address): <input type="checkbox"/> Previous address (if less than one year at current address):				
Date of Birth (mm/dd/yyyy):	Email Address:	<input type="checkbox"/> I agree that EcoHome Financial and its marketing partners may send information to me by email about products and services that they believe may be of interest to me.		
Dealer confirms they have verified Customer 1's ID: _____ (Dealer's Initials)		Type of identification verified by Dealer: Driver's license: <input type="checkbox"/> or other: <input type="checkbox"/> Please specify other type: _____		

### Customer 2:

First Name:	Last Name:	Relationship to Customer-1		
Date of Birth (mm/dd/yyyy):	Email Address:	<input type="checkbox"/> I agree that EcoHome Financial and its marketing partners may send information to me by email about products and services that they believe may be of interest to me.	Home Phone:	Cell Phone:
Dealer confirms they have verified Customer 2's ID: _____ (Dealer's Initials)		Type of identification verified by Dealer: Driver's license: <input type="checkbox"/> or other: <input type="checkbox"/> Please specify other type: _____		

### Old Product Information (if applicable)

Name of existing supplier:	Serial # or other identifier:	Responsibility for cost of removal of Old Product (select one):
<input type="checkbox"/> Customer owned		<input type="checkbox"/> Customer <input type="checkbox"/> Existing Supplier <input type="checkbox"/> _____ <input type="checkbox"/> N/A

### New Product Information

Description	Product Details	Monthly Payment * (plus HST)	Description	Product Details	Monthly Payment * (plus HST)
<input type="checkbox"/> Furnace/Air Handler			<input type="checkbox"/> Water/air Filtration		
<input type="checkbox"/> Air Conditioner			<input type="checkbox"/> Water Heater		
<input type="checkbox"/> Boiler			<input type="checkbox"/> Other		

\* Subject to annual increases as outlined in the attached Terms and Conditions.

Term (months):	Monthly Payment Before Tax	HST	Total Monthly Payment Including Tax
120	\$	\$	\$

### Other Disclosures

Estimated Retail Price of Product (excludes removal of old equipment, delivery, installation, service & taxes):	\$
Total amount payable plus HST (if product leased to the end of its useful life):	\$
Total amount payable plus HST (for the term of the agreement):	\$
Other charges plus applicable taxes (if applicable):	
Returned payment fee: \$50	Security discharge fee: \$295   Security postponement fee: \$250
Interest Rate on Past Due Amounts: 30.59% per annum (see Terms and Conditions)	

### Payment Options (CHECK ONE ONLY)

<input type="checkbox"/> <b>Option 1 – Enbridge Gas Distribution Bill</b> Enbridge Account # <table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table> EcoHome Financial Inc.'s charges will appear on the other companies section of your Enbridge Gas Distribution bill. These offers and claims are made by EcoHome Financial Inc. alone. <b>EcoHome Financial Inc. is not owned by or affiliated with Enbridge Inc. or Enbridge Gas Distribution.</b>											<input type="checkbox"/> <b>Option 2 – Pre-Authorized Debit (PAD)</b> Please Select PAD Date <input type="checkbox"/> 1 <sup>st</sup> OR <input type="checkbox"/> 15 <sup>th</sup>  Please attach a "VOID" cheque with this Agreement. By selecting this method of making your monthly payments, you are granting us the authority to debit the bank account specified on the cheque. Please review "Payment Authorization" in the terms and conditions of this Agreement at the back.

You certify that the information contained herein is true and you authorize us to make inquiries concerning your credit with consumer reporting agency or any other company with whom you have a financial relationship. By signing below, you agree that you have read, understood and agreed to the terms and conditions of this agreement (including the attached pages) and you acknowledge receipt of a copy of this agreement. You agree that there are no other verbal or written documents which modify the terms of this agreement in any manner.

**Your "Consumer's Rights" are outlined in the terms and conditions of this Agreement.**

<b>Contract Execution</b> <b>EcoHome Financial Inc.</b> OFFICE USE ONLY By: _____	<b>CUSTOMER-1</b> By: _____ Date: MM/DD/YYYY <b>CUSTOMER-2</b> By: _____ Date: MM/DD/YYYY
Representative Name: Select all that apply: <input type="checkbox"/> Initiated contact <input type="checkbox"/> Negotiated agreement <input type="checkbox"/> Concluded agreement	Preferred Install Date & Time: _____ Address Signed: <input type="checkbox"/> Installation Address <input type="checkbox"/> Other: _____

## TERMS AND CONDITIONS

- 1. Interpretation** - The face page of this Agreement and these Terms and Conditions together form a lease agreement and shall herein be referred to collectively as this "Agreement". All defined terms used on the face page of this Agreement are incorporated into these Terms and Conditions. In this Agreement "you", "your", and "customer" refer to the person(s) identified on the face page of this Agreement and leasing the Product described above. Where there is more than one customer party to this Agreement, each customer agrees that the obligations of each customer under this Agreement shall be joint and several. "EcoHome", "us", "we" and "our", refer to EcoHome Financial Inc. and its authorized personnel, agents, contractors, successors and assigns. Notwithstanding any representation by any person to the contrary, the Representative identified on the face page of this Agreement is not an agent or representative of EcoHome.
- 2. Location, Condition, Ownership and Operation of the Product; Indemnity** - We have not made any representation, warranty or guarantee with respect to the Product, the supplier or the manufacturer, including whether the Product is suitable for you. We shall not be responsible if the Product is defective or unacceptable for any reason, including a failure in its performance, capacity or operations. To the extent permitted by law, any warranties or guarantees provided under sale of goods legislation are hereby excluded. The Product is not used or reconditioned. You acknowledge that the Product was supplied directly to you by the supplier and that you have separately received information regarding warranties and service directly from the supplier. You agree to keep the Product at the address identified as the "Installation Address" on the face page of this Agreement (the "Premises"). We shall have the right to enter the Premises at any time during normal business hours and upon reasonable prior notice to you for the purpose of inspecting the Product and to exercise any of the rights available to us or to perform any of our obligations pursuant to this Agreement. You agree to keep the Product free and clear of all liens of every kind, other than liens in favour of us, and to keep the Product in as good a condition as when delivered, reasonable wear and tear accepted. You shall not make any alterations to the Product without our prior written consent. Any additions, upgrades, accessories, alterations or replacement to or for the Product will become our property and subject to the terms of this Agreement. If you sell or transfer the Premises, you must provide notice to the purchaser or transferee of such sale or transfer before the effective date of the sale or transfer of the existence of this Agreement and Product installed in the Premises. In furtherance of the sale or transfer of the Premises, to the extent necessary to effect the sale or transfer, you provide us with authorization to communicate with the purchaser or transferee. You agree to indemnify and save us harmless from any claims and damages suffered by us, however caused, arising out of the use of the Product. This indemnification obligation will survive termination of this Agreement.
- 3. Legal Compliance and Taxes** - You will comply with all applicable laws relating to this Agreement or to the Product including, without limitation, laws relating to use, operation or maintenance of the Product. You shall pay when due all applicable taxes and other charges of any kind whatever now or in the future imposed by any government or public authority or agency related to the operation or maintenance of the Product for the Term.
- 4. Security Registration** - As general and continuing security for the due payment, observance, and performance by you of all of your obligations hereunder, you hereby grant to us a first priority security interest in and to the Product and all proceeds thereof (the "Collateral"). The parties acknowledge that (a) you have rights in the Collateral, (b) we have given you value, (c) neither you nor us have agreed to postpone the time for attachment of the security interest created hereunder and such security interest is intended to attach (i) as to Collateral in which you now have rights, when you execute this Agreement and (ii) as to Collateral in which you subsequently acquire rights, when you first obtain those rights. You grant us the right to register, at your expense, our security interest under this Agreement against you and against title to the Premises where, for greater certainty, the Product is to be located. Unless prohibited by the law, you waive your right to receive a copy of such registration where required and you appoint us as your lawful attorney for registration and receipt of notice.
- 5. Personal Property** - You agree that the Product shall remain portable or movable property (without the need for any other party's consent or waiver to allow us to remove it) even though it may become attached to real or immovable property.
- 6. Payments** - You must make all payments (the "Payments") required to be made under this Agreement to us in the manner described on the face page of this Agreement starting on the Commencement Date. The "Commencement Date" and the date of performance of obligations under this Agreement is the date the Product is delivered and installed at the Premises. The performance of obligations under this Agreement ends upon termination of this Agreement and, for greater certainty, upon our satisfactory receipt of payment of all amounts owing by you under this Agreement. Your obligation to pay when due all amounts under this Agreement shall be absolute and unconditional without any deduction, set - off, abatement, hold back or claim for compensation whatsoever. You must make Payments by either Enbridge billing service or by pre-authorized debit ("PAD"), as selected by you on the face page of this Agreement. If you terminate your PAD authorization in accordance with Section 8 or terminate any other method of payment under this Agreement, including the Enbridge billing service, you acknowledge and agree that such termination shall not relieve you of your obligations under this Agreement and, upon such termination, you shall make Payments using another payment method acceptable to us. The monthly payment, {total lease value / capitalized amount / cash value}, {total lease costs} and {implicit finance charges}, subject to dealer discounts, are based on the maximum interest rate / annual percentage rate (APR) of 10.99%, and shall not exceed the maximum amounts of: \$9.99, {\$825.44} (\$1,406.36) {\$580.92}; \$14.99, {\$1,238.57} (\$2,110.24) {\$871.67}; \$19.99, {\$1,651.70} (\$2,814.13) {\$1,162.42}; \$29.99, {\$2,477.97} (\$4,221.89) {\$1,743.93}; \$39.99, {\$3,304.23} (\$5,629.66) {\$2,325.43}; \$49.99, {\$4,130.49} (\$7,037.43) {\$2,906.93}; \$59.99, {\$4,956.76} (\$8,445.20) {\$3,488.44}; \$69.99, {\$5,783.02} (\$9,852.96) {\$4,069.94}; \$79.99, {\$6,609.29} (\$11,260.73) {\$4,651.44}; \$89.99, {\$7,435.55} (\$12,688.50) {\$5,232.95}; \$99.99, {\$8,261.81} (\$14,076.26) {\$5,814.45}. For every \$1.00 change in the monthly payment add {\$82.63} {\$140.78} {\$58.15} accordingly.
- 7. Adjustments to Payments** - The Payments will increase by 3.5% annually on each anniversary of your Commencement Date and you hereby acknowledge and agree to such increase being applied to Payments without the requirement of us to send you statements reflecting the same. You are, however, entitled to contact our customer service at 1-866-382-7468 in order to obtain a statement specifying your current Payments.
- 8. Payment Authorization** - The following terms in this Section 8 shall apply to any PAD payment. You hereby authorize us to debit the bank account identified on the cheque you delivered to us (the "Account") for monthly regular recurring payments, payments in variable amounts and/or one-time payments from time to time for payment of the amounts arising under this Agreement and to verify your Account information. You authorize your financial institution where your Account is held to honour and pay such debits. All payments will be debited monthly from your Account on the day you selected on the face page of this Agreement. You acknowledge that this PAD is personal. We will obtain your authorization for any one-time or sporadic debits. At any time, you may authorize us to issue a sporadic PAD against your Account for payment of a specified amount in accordance with your instructions. You agree that, where the payment frequency is sporadic, a password or secret code or other electronic signature equivalent will be issued and, when used, will constitute valid authorization for us to debit your Account. You may revoke this PAD authorization by providing us with at least thirty (30) days written notice before the next debit is scheduled. You may obtain a sample cancellation form, or further information on your right to cancel your PAD, at your financial institution or by visiting [www.payments.ca](http://www.payments.ca). You have certain recourse rights if any debit does not comply with this Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit [www.payments.ca](http://www.payments.ca). You warrant and guarantee that (i) the Account is maintained in your name and (ii) that all persons whose signatures are required for the operation of the Account have signed this Agreement. **You hereby agree to waive pre-notification of (i) the date and the amount of the first PAD to be debited from your Account, (ii) each PAD (in the case of variable amount payments) and (iii) any changes in the amount of a PAD.** If this PAD agreement is entered into electronically, we are required to verify details provided by you in connection with a PAD agreement and provide you with written confirmation of this PAD authorization (the "Confirmation") at least fifteen (15) days before the due date of the first PAD. **You agree to the reduction of the period between Confirmation and the due date of the first PAD to three (3) days.** You agree to inform us in writing immediately of any change in your Account information and in any event at least five (5) days prior to the next due date of a PAD.
- 9. Enbridge Billing** - If you have selected the Enbridge Billing Service Option, EcoHome's charges will appear in the "Other Companies" - section of your Enbridge Gas Distribution bill. These offers and claims are made by EcoHome Financial Inc. alone. EcoHome Financial Inc. is not owned by or affiliated with Enbridge Inc. or Enbridge Gas Distribution. You agree to switch to PAD payments should we discontinue the Enbridge Billing Service Option or if you are no longer eligible for the service.
- 10. Option to Purchase; End of Term Options** - Provided that you are not in default under this Agreement, you may elect to purchase the Product at any time during the Term on an as is, where is basis. The purchase price shall be equal to the age-reduced price that can be calculated by using the following formula: (Monthly Payment x 98) x (1 - (0.0075 x number of payments made)), plus applicable taxes and security discharge fee, if applicable. Provided you are not in default under this Agreement, you shall have the following options at the end of the Term. You must provide us with at least thirty (30) days prior written notice prior to the expiry of the Term of which of the following end of term options you have selected: (a) you may continue to lease the Product on a month to month basis at the then current Payment amount until the end of the useful life of the Product; (b) you may return the product to us; or (c) you may purchase the Product based on the following schedule (estimated residual value): \$100 for water/air treatment / water heater; \$500 for a furnace or A/C; \$800 for a boiler; and \$25 for each additional add-on, plus applicable taxes. If you do not provide us with the foregoing written notice of the end of term option that you have selected, this Agreement will continue in accordance with option (a).
- 11. Default Charges** - Interest at the rate of 30.59% per annum (.073945% per day), compounded monthly, shall be payable on all unpaid Payments, from their due date until paid. The following default charges are also payable under this Agreement: (a) reasonable charges in respect of legal costs we incur in collecting or attempting to collect a required payment under this Agreement; (b) reasonable charges in respect of costs, including legal costs, that we incur in realizing any security interest or protecting the Product after default under this Agreement; or (c) reasonable charges reflecting the costs that we incur because a payment given by you under this Agreement has been dishonoured, which charge shall be in the amount set out on the face page of this Agreement plus any other amounts allowed by law.
- 12. Events of Default** - You will be in default under this Agreement if any of the following occur: (a) if you fail to make Payment or fail to pay any other amount under this Agreement when due; (b) if you remove or attempt to remove the Product from the Premises without our prior written consent; (c) if you encumber or transfer ownership or sublet the Product without our prior written consent; (d) if you fail to observe or perform any covenant under this Agreement; (e) you become bankrupt or insolvent or a proceeding in bankruptcy or insolvency is instituted against you; (e) you fail to keep the Product free from all liens except any lien in favour of us; (f) another person takes possession of the Product; (g) you allow any damage to the Product, other than that caused by normal wear and tear resulting from proper use of the Product; (h) if you are in default under any other contract, agreement, or obligation, now existing or hereafter entered into with us or any assignee of ours; (i) if any representation or warranty made by you in connection with and in this Agreement is false; (j) if you sell or transfer title to the Premises without purchasing the Product, unless we have given prior written consent to the sale or transfer and the purchaser or transferee has assumed your obligations under this Agreement, in accordance with Section 19; or (k) you die.
- 13. Remedies Upon Default** - Upon default, any outstanding amounts payable by you under this Agreement shall become immediately due and payable and any outstanding and unpaid amount shall bear interest at the rate set out in Section 11. In addition to the foregoing, upon default we may do one or more of the following: (a) charge the default charges set out in Section 11; (b) terminate this Agreement; (c) enter the Premises (or wherever the Product is located) to take possession of the Product and remove it, disconnecting it from any other property if necessary, of which you waive claims for any damages to property or otherwise arising from such repossession; (d) sell, rent, or lease the Product in such manner and for such amounts and upon such terms as we may reasonably determine and apply the net proceeds against the amount you owe us, provided you shall be responsible to pay us any deficiency; (e) require you to pay immediately on demand damages suffered by us as a result of the termination of this Agreement, such damages to be, as a genuine pre-estimate of liquidated damages for loss of a bargain and not as a penalty, equal to the aggregate of (i) any outstanding Payments owing as at the date of default, (ii) the remaining Payments due under this Agreement for the balance of the Term following the date of the default, and (iii) all costs incurred by us, our assignees or agents in enforcing the terms of this Agreement, provided that we agree to remit to you any monies collected by us from you or through our re-marketing efforts in excess of the aggregate amount of liquidated damages described in the foregoing, provided that the remittance shall not exceed the amount paid by you under this Section; and (f) pursue any other rights or remedies available at law or equity.
- 14. Damage to Premises** - Should the Product be removed by us from the Premises due to your default, we shall not in any way be liable in respect of any damages to the Premises resulting from such removal or from any work done in connection with such removal.

15. **Insurance** - You will at your own expense, maintain, in a form acceptable to us, insurance covering the Product. We shall be named as loss payee and the policy shall contain a clause requiring the insurer to give us prior notice of a revision to its provisions or of its cancellation. The total or partial loss of the Product or its use or possession shall not relieve you of your obligations and liabilities under this Agreement.
16. **Product Risks** - If the Product is lost or damaged beyond repair or is stolen or for any other reason is not available or suitable for return at any time during the term of this Agreement, you will notify us of that event and, unless we are agreeable, will immediately on demand pay to us the Casualty Value less the amount of any insurance proceeds paid to us as a result of the event. For the purposes of this Agreement, the Casualty Value shall be equal to the total present value of all unpaid and future Payments under this Agreement. The present value will be calculated by discounting at the rate per annum equal to the lesser of (a) a remaining term Government of Canada bond rate less 3%; or (b) 3%. Upon payment of the Casualty Value, you shall acquire, without recourse or warranty, all of our right, title and interest, if any, in and to such Product.
17. **Warranty; Maintenance of Product** - Subject to the terms of this Agreement, including Section 16 and this Section 17, we warrant that the Product will work for the term of this Agreement. The Customer shall be responsible for the normal care and maintenance of the Product in accordance with manufacturer's specifications. Failures to provide maintenance may void the Product warranty and the Customer will be responsible for any costs associated with repairs that result from the lack of maintenance. We may request evidence that the Customer has carried out maintenance on the Product.
18. **Assignment** - We may assign, at our sole discretion at any time and without the consent of or notice to you, as and by way of security or absolutely, all or any portion of our right, title and interest in this Agreement, the Product described herein and in the pre-authorized or other payment authorization granted by you, including as security for loan or other financing arrangement, provided that we may not assign or transfer any pre-authorized authorization granted by you in this Agreement, directly or indirectly, by operation of law or otherwise, without providing at least ten (10) days prior written notice to you. You may not assign this Agreement without our prior written consent.
19. **Sale of Premises** - If you sell the Premises, you agree to provide the purchaser with prior notice that the Product installed in the Premises is owned by us and being leased by you pursuant to this Agreement. We will allow the purchaser to assume your rights and obligations under this Agreement if the following have been satisfied: (a) the purchaser is provided with such prior notice that the Product is leased by you and subject to this Agreement; (b) you provide us with prior written notice of the intended sale and the purchaser's name; (c) the purchaser agrees in writing to lease the Product on our then current terms and conditions; and (d) all amounts you owe to us under this Agreement prior to the effective date of the sale have been paid in full. You authorize us to respond to any information requests relating to your account made by or on behalf of the purchaser. We may waive or amend the foregoing conditions, at our discretion.
20. **Other Agreements**. If applicable, the following sets out any and all existing agreements between you and EcoHome and any agreements that are related to this Agreement or entered into on the date of this Agreement:  
Existing Agreements- Description: \_\_\_\_\_ Date Entered Into: \_\_\_\_\_ Date of Termination: \_\_\_\_\_  
Related Agreements- Description: \_\_\_\_\_
21. **General Terms and Conditions** - (a) *Further assurances*. You shall provide all necessary further assurances, do all acts and sign all documents as we may require from time to time to give effect to this Agreement and to protect our rights hereunder; (b) *Severability*. The invalidity or unenforceability of any particular term of this Agreement will not affect or limit the validity or enforceability of the remaining terms; (c) *Interpretation*. The captions, titles and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Agreement or its effect; (d) *Governing law; Submission to jurisdiction*. This Agreement will be governed by and construed in accordance with the laws of the province or territory where you are a resident and federal laws of Canada applicable therein. The parties irrevocably attach to the jurisdiction of the courts of the province or territory where the customer is located, which shall have non-exclusive jurisdiction over any matter arising under this Agreement; (e) *Time of essence*. Time is of the essence of this Agreement; (f) *Entire agreement*. Subject to Section 19, this Agreement, including the face page indicating the specific equipment to be leased, constitutes the entire Agreement between you and us with respect to its subject matter, and may be varied only by written documentation signed by both parties; (g) *Remedies cumulative*. All of our rights are cumulative and not alternative and may be exercised by us separately or together in any or combination; (h) *Ownership of Product*. Ownership of and title to the Product will at all times (except upon a sale to you hereunder) remain with us and you have no interest in the Product, other than the right to possess, insure and use the Product for the term; (i) *Information requests*. Information requests by any person(s) other than you shall be verified and subject to reasonable administration charges as set from time to time by us; (j) *Electronic copy*. We will retain a copy of this Agreement in electronic form only; (k) *Delivery of agreement*. Each party agrees that any electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of an executed copy of this Agreement by facsimile or electronic transmissions constitutes valid and effective delivery under applicable law, including applicable consumer protection legislation in the province or territory where you reside. You represent and warrant that the email address provided by you in this Agreement is your correct email address for delivery of a copy of this Agreement. You agree that a facsimile and/or imaged copy if enforceable in a court of law; (l) *Representations and warranties*. You represent and warrant that all information and statements provided by you in this Agreement or in connection with the entering into of this Agreement, including the disclosure statement on the first page of this Agreement entitled "Important: What You Need to Know About Your Legal Rights", is true and correct; and (m) *Counterparts*. This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
22. **Consent to Disclosure and Sharing of Personal Information and Credit Investigation** - You authorize us, our affiliates and anyone else acting for us to collect, hold, use, exchange and disclose your personal information for any of the following purposes: (a) to confirm your identity; (b) to evaluate your creditworthiness; (c) to administer this Agreement; (d) to perform internal statistical analysis; (e) to assign or securitize any amounts payable by you under this Agreement; or (d) as otherwise required or permitted by law. You also agree that we and our marketing partners may send information to you about products and services that we believe may be of interest to you. You may withdraw your consent to these marketing messages at any time. You hereby authorize us to conduct financial and credit investigation for purposes of approval, maintenance and enforcement of this Agreement or any judgement obtained by us as a result of any default hereunder and to obtain any information required from any source and each source is hereby authorized to provide such information to us. This includes, but is not limited to, us obtaining information from any credit or depositary facility. We may obtain such information at any time before or during the Term or after termination of the Agreement in the event any monies remain owing to us. This clause shall survive the termination of this Agreement. 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 on our website or upon written request to us at: 4 King Street West, Suite 1700, Toronto Ontario M5H 1B6. Tel: 1-888-275-2756 Fax: 1-855-233-8236. A list of our current affiliates is also available upon request.
23. **Certificate of Completion** - The execution by you of a Certification of Completion / Installation following installation of the Product confirms your acknowledgement that the Product has been installed to your satisfaction. Such certificate does not alter, impair or limit your cancellation rights in respect of this Agreement as set out below.

## **Your Rights under the Consumer Protection Act, 2002**

You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this 10-day period.

If the supplier does not make delivery within 30 days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligations within 30 days after the commencement date specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within 30 days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Government and Consumer Services.

To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you.

If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier.

If the supplier requests in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier's address, or allow one of the following persons to repossess the goods at your address:

The supplier.

A person designated in writing by the supplier.

If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens:

The supplier repossesses the goods.

The supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was cancelled.

You return the goods.

The supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.

For more information contact:

EcoHome Financial Inc.

4 King Street West, Suite 1700 Toronto, Ontario M5H 1B6

1 866-382-7468