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Pre-Authorized Debit (PAD) Form Agreement

Building Name and/or Strata Plan # _____ Unit/Lot # _____
 Owner's Name _____ Phone: _____
 Address _____ Alt. Phone _____
 City _____ Prov _____ Postal Code _____
 Email: _____

IMPORTANT:
 Please complete, if you are NOT the registered Owner but are taking responsibility for making payments:
 Name _____ Signature _____
 Full Mailing Address _____
 Phone # _____ Email: _____

Effective Date: _____ (See **NOTE)

****NOTE:** The PAD Form must be received by Firm Management **no later than the 18th of the month prior to the month the PAD is to commence**. The PAD program is not retroactive, please also send a cheque or bank draft for any balance owing prior to PAD set up.

REQUIRED TO BE ATTACHED: VOID Cheque Or Bank Account Information Form
 Payment to cover fees before PAD set up (Cash, Cheque or Bankdraft)

Authorization

1. I/We hereby authorize Firm Management Corporation on behalf of our Strata Corporation and/or Section of our Strata Plan to debit my/our account monthly, covering fees as indicated below due by the undersigned to the Strata Corporation and/or Section of our Strata Plan. This amount may be increased/decreased as required by the change in monthly strata fees as approved by the Strata Corporation and/or Section of our Strata Plan. **All pre-authorized payments will be made on the 1st of the month. Please "check" applicable fees:**

Monthly Strata Fees Storage/Locker Parking Other _____ (NO Special Levies)

2. In accordance with (1.) above, I/We do hereby waive my/our right to receive pre-notification of the amount of the PAD and agree that I/we do not require advance notice of the amount of the PAD before the debit is processed.

3. The account that Firm Management Corp. is authorized to draw upon is indicated on attached VOID Cheque or Bank Account Information Form.

4. I/We undertake to inform Firm Management Corp. of any change in the account or address information provided in this authorization as soon as the change occurs.

5. **This authorization may be cancelled at any time upon 15 days written notice to Firm Management Corp. To obtain a sample cancellation form, or for more information on my/our right to cancel a PAD agreement, I/we may contact my/our financial institution or visit www.cdnpay.ca.**

6. I/we acknowledge that I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca

7. I/We warrant that all persons whose signatures are required to sign on the account have signed this agreement below.

Payor Signature _____ Date _____

Payor Signature (if applicable) _____ Date _____

Internal Use Only	

FIRM MANAGEMENT CORPORATION PAYOR'S PAD AGREEMENT

TERMS AND CONDITIONS

<p>I/We hereby authorize Payee, in accordance with the terms of my/our account agreement with Processing Institution, to debit or cause to be debited the Account for the purposes indicated in the "Payment Type" section on page 1 of this Agreement.</p> <p>2) Particulars of the Account that Payee is authorized to debit are indicated in the "Payment Details" section on page 1 of this Agreement. A specimen cheque, if available for the Account, has been marked "VOID" and attached to this Authorization.</p> <p>3) I/We undertake to inform the Payee, in writing, of any change in the Account information provided in this Authorization prior to the next due date of the PAD.</p> <p>4) This Authorization is continuing but may be cancelled at any time upon notice being provided by me/us, either in writing or orally, with proper authorization to verify my/our identity within the specified number of days before the next PAD is to be issued as noted on Page 1, Cancel Payment section. I/we acknowledge that I/we can obtain a sample cancellation form or further information on my/our right to cancel this Acknowledgement from Processing Institution or by visiting www.cdnpay.ca. I/we acknowledge that if I/we wish to cancel this Authorization or if I/we have any questions or need further information with respect to a PAD, I/we can contact the Payee at the telephone number or address set out in this Agreement.</p> <p>5) Revocation of this Authorization does not terminate any contract for goods or services that exists between me/us and Payee. This Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.</p> <p>6) I/We acknowledge that provision and delivery of this Authorization to Payee constitutes delivery by me/us to Processing Institution. Any delivery of this Authorization to Payee constitutes delivery by the Payor.</p> <p>7) If this Authorization is for fixed or variable amount business, personal or funds transfer PADs recurring at set intervals, unless I/we have waived any and all requirements for pre-notification of debiting in the "Waiver of Pre-Notification" section on page 1 of this Agreement, or unless the change in the amount of any such PAD will occur as a result of my/our direct action (such as, but not limited to, telephone instructions or other remote measures), I/we acknowledge I/we will receive:</p> <p>a) with respect to fixed amount business or personal PADs, written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least 10 calendar days before the due date of the first PAD, and such notice will be received every time there is a change in the amount or the payment date(s); Or</p> <p>b) with respect to variable amount business or personal PADs, written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least 10 calendar days before the due date of every PAD; or with respect to business, personal or funds transfer PADs, at least 10 calendar days written notice from the Payee of any change in the amount of the PAD which results from a change in any applicable tax rate, a top-up or other adjustment. No pre-notification will be given if the amount of the PAD decreases as a result of a reduction in municipal, provincial, or federal tax.</p> <p>Pre-notification may be given in writing or in any form of representing or reproducing words in visible form, which, if I/we have provided an email address to the Payee, includes an electronic document. The amount of pre-notification provided will change when there is a change in the pre-notification requirements contained in the CPA Rules.</p> <p>8) If this Authorization provides for PADs with sporadic frequency, I/we understand that the Payee is required to obtain an authorization from me/us for every PAD prior to the PAD being exchanged and cleared. I/we agree that a password or security code or other signature equivalent will be issued and will constitute valid authorization for the Processing Institution to debit the Account.</p> <p>9) I/We acknowledge that Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of this Authorization, including, but not limited to, the amount.</p> <p>10) I/We acknowledge that Processing Institution is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by Payee as a condition to honoring a PAD issued or caused to be issued by Payee on the Account.</p>	<p>11) I/We acknowledge that, if this Authorization is for personal or business PADs or for funds transfer PADs that have recourse through the clearing system, a PAD may be disputed but only under the following conditions:</p> <p>a) the PAD was not drawn in accordance with this Authorization;</p> <p>b) this Authorization was revoked; or</p> <p>c) pre-notification was required and was not received.</p> <p>I/We further acknowledge that in order to be reimbursed, a declaration to the effect that either (a), (b), or (c) took place must be completed and presented to the branch of Processing Institution holding the Account on or before the 90th calendar day in the case of a personal PAD or a funds transfer PAD that has recourse through the clearing system or, in the case of a business PAD, on or before the 10th business day, in each case after the date on which the PAD in dispute was posted to the Account.</p> <p>12) I/We acknowledge that any claim made after the periods set out above must be resolved solely between me/us and the Payee and there is no entitlement to reimbursement from the Processing Institution</p> <p>13) I/We acknowledge and agree that if this Authorization is for funds transfer PADs and the Payee does not provide recourse through the clearing system, then no recourse will be provided through the clearing system (that is, I/we will not receive automatic reimbursement in the event of a dispute) and I/we must seek reimbursement or recourse from the Payee in the event a PAD is erroneously charged to the Account.</p> <p>14) Unless this Authorization is for a funds transfer PAD that does not have recourse through the clearing system, I/we acknowledge that I/we have certain recourse rights if a debit does not comply with this Authorization. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authorization. To obtain more information on my/our recourse rights I/we can contact Processing Institution or visit www.cdnpay.ca.</p> <p>15) I/We acknowledge that I/we understand that I/we are participating in a PAD plan established by Payee and I/we accept participation in the PAD plan upon the terms and conditions set out herein.</p> <p>16) I/We consent to the disclosure of any personal information that may be contained in this Authorization to the financial institution that holds the account of the Payee to be credited with the PAD to the extent that such disclosure of personal information is directly related to and necessary for the proper application of Rule H1 of the Rules of the Canadian Payments Association.</p> <p>17) The applicant(s) authorizes FIRM MANAGEMENT CORPORATION to debit the applicant's financial institution and credit the designated account at Coast Capital Savings. The debit may be in the form of paper, electronics or other form.</p> <p>18) Authorization to revoke or amend this agreement must be given to Firm Management Corporation in writing 15 full business days prior to the next payment date.</p> <p>19) The applicant acknowledges that the Financial Institution is not required to verify:</p> <p>a) that the debit has been issued in accordance with the particulars of the authorization including the amount and frequency of payments.</p> <p>b) that any purpose of payment for which the Debit is issued has been fulfilled by Firm Management Corporation as a condition to honoring a Debit issued or caused by Firm Management Corporation on the account.</p> <p>20) Revocation of this agreement does not in any way terminate any other obligations between the applicant(s) and Firm Management Corporation.</p> <p>21) The applicant(s) may apply in writing to the Financial Institution for reimbursement of the Debit if the Debit was disputed under the following conditions:</p> <p>a) an authorization was never provided to Firm Management.</p> <p>b) the Debit was not drawn in accordance with the authorization, and</p> <p>c) the authorization was revoked in accordance with #2 above</p> <p>d) The Financial Institution will upon receipt of the applicant's signed declaration:</p> <p>e) Up to 90 days after the date of the Debit in dispute was posted to the applicant(s)</p> <p>f) After 90 days, request that Firm Management provide a certified copy of the authorization. The financial institution verifies authorization of the Debit and determines that the above points took place before reimbursing the applicant</p> <p>22) In the event that the financial institution of the applicant is unable to honour a transaction, or the applicant does not give 15 days' notice prior to the due date of any changes or cancellations the applicant agrees and hereby authorizes Firm Management to charge the applicant's account a service fee of \$25.00 and to collect each service fee at the date FIRM MANAGEMENT is made aware that the transaction has been dishonored by the applicant(s) account</p> <p>23) I/We, the applicant(s) have read and understood and agree to the terms and conditions on this form.</p> <p>24) I/We warrant that all persons whose signatures are required to sign on the account have signed this agreement.</p> <p>25) I/We the applicant hereby agree that the amount may increase or decrease based on our Strata Fee and/or Special Assessment being levied.</p>
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