



### PAYOR'S P.A.D. AGREEMENT

Personal Pre-Authorized Debit Plan  
Authorization of the Payor to the Payee to Direct Debit an Account

#### Instructions:

1. Complete all sections in order to instruct your financial institution to make payments directly from your account.
2. Sign the Terms and Conditions attached to this document.
3. Return the completed form with a blank cheque marked "VOID" to the Payee at the address noted below
4. If you have any questions, please contact the Payee.

#### PAYOR INFORMATION *(Please type or print clearly)*

Payor Name(s): _____ <small>Authorized person on account</small> <span style="float:right;"><small>If second person is required</small></span>	
Address: _____	City: _____
Province: _____	Postal Code _____ Telephone: _____
Signature of Payor(s) <b>X</b>	<b>X</b>
Date: _____ <small>MM DD YYYY</small>	Date: _____ <small>MM DD YYYY</small>

#### PAYOR FINANCIAL INSTITUTION & PAYMENT INFORMATION *(Please type or print clearly)*

<b>DESCRIPTION OF PAD:</b> <b>RENT FOR UNIT #</b> _____ Tenant: _____ Building: _____ Suite: _____	<b>PAD CATEGORY:</b> <input type="checkbox"/> Personal P.A.D.
<b>PAYOR ACCOUNT:</b> <i>(The Payor's account at the Processing Institution, the "Account")</i>  _____ <small>Branch/ Bank ID Account Number</small> <small>Transit Number</small>	<b>AMOUNT OF PAYMENT:</b> <input type="checkbox"/> Variable* (Maximum Amount: \$ _____) <b>*Amount to be determined pursuant to the Payor's Lease</b>
<b>TIMING:</b> <input type="checkbox"/> Monthly: The 1 <sup>st</sup> day of each month or the next business day <b>or</b> <input type="checkbox"/> Set Dates ( <b>Please complete Payment Plan Addendum</b> )	<b>IF "SET DATES" IS SELECTED:</b> <input type="checkbox"/> Every Friday or the previous business day where Friday is a holiday as determined by the Bank of Canada. <b>or</b> <input type="checkbox"/> The 1 <sup>st</sup> and 15 <sup>th</sup> day of every month or the previous business day where the anticipated date of withdrawal is a holiday as determined by the Bank of Canada.
<b>FIRST PAYMENT DATE:</b> _____ <small>MM DD YYYY</small>	<b>PAYOR FINANCIAL INSTITUTION:</b> <i>(the "Processing Institution")</i>  See attached cheque or form

#### PAYEE INFORMATION

Payee Name(s): <u>Avenue Living Communities Ltd.</u>	
Address: <u>600 -1201 Glenmore Trail SW</u>	City: <u>Calgary</u>
Province: <u>Alberta</u>	Postal Code <u>T2V 4Y8</u> Telephone: <u>1-855-247-1492</u>

### PAYOR'S P.A.D. AGREEMENT

Personal Pre-Authorized Debit Plan  
Terms & Conditions

1. In this Agreement, "I", "me" and "my" refers to each Account Holder who signs below.
2. I agree to participate in this Pre-Authorized Debit Plan for personal or commercial purposes and I authorize the Payee indicated on the reverse hereof and any successor or assign of the Payee to draw a debit in paper, electronic or other form for the purpose of making payment for consumer goods or services (a "Personal PAD") on my account indicated on the reverse hereof (the "Account") at the financial institution indicated on the reverse hereof (the "Financial Institution") and I authorize the Financial Institution to honour and pay such debits. This Agreement and my authorization are provided for the benefit of the Payee and my Financial Institution and are provided in consideration of my Financial Institution agreeing to process debits against my Account in accordance with the Rules of the Canadian Payments Association. I agree that any direction I may provide to draw a Personal PAD, and any Personal PAD drawn in accordance with this Agreement, shall be binding on me as if signed by me, and, in the case of paper debits, as if they were cheques signed by me.
3. This P.A.D. Agreement is to remain in effect until the Payee has received written notification from me/us of its change or termination. This notification must be received at least thirty (30) business days before the next debit is scheduled at the address provided in the Agreement. I/We may obtain a sample cancellation form, or more information on my/our right to cancel a PAD Agreement at my/our financial institution or by visiting [www.payments.ca](http://www.payments.ca)
4. I agree that my Financial Institution is not required to verify that any Personal or Business PAD has been drawn in accordance with this Agreement, including the amount, frequency and fulfillment of any purpose of any Personal or Business PAD.
5. I agree that delivery of this Agreement to the Payee constitutes delivery by me to my Financial Institution. I agree that the Payee may deliver this Agreement to the Payee's financial institution and agree to the disclosure of any personal information which may be contained in this Agreement to such financial institution.
6.
  - a. I understand that with respect to:
    - i. variable amount PADs, no written notice of the amount to be debited (the "Payment Amount") or the date(s) on which the Payment Amount debited will be posted to my Account (the "Payment Date", is required. As well, no notice is required when there is a change in the Payment Amount or the Payment Date(s) negotiated between the Payee and myself; and
    - ii. with respect to a PAD plan that provides for the issuance of a PAD in response to a direct action of mine (such as, but not limited to, a telephone conversation) requesting the Payee to issue a PAD in full or partial payment of a billing which I have received for a payment obligation that meets the requirements of Section 2 of Rule H4, no notice is required.
7. The Payee may issue a PAD occurring on the 1<sup>st</sup> business day per month in a dollar amount as per the Lease Agreement with top-ups, adjustments, and/or increases permissible.
8. I certify that all information provided is accurate and I agree to inform the Payee, in writing, of any change in the Account information provided in this Agreement at least ten (10) business days prior to the next due date of a PAD. In the event of any such change, this Agreement shall continue in respect of any new account to be used for PADs.
9. I warrant and guarantee that all persons whose signatures are required to sign on the Account have signed this Agreement below. In addition I warrant and guarantee, where applicable, that I have the authority to electronically agree to commit to this Agreement by secure electronic signature and that my secure electronic signature conforms with the requirements of Rule H 1.
10. I understand and agree to the foregoing terms and conditions.
11. I agree to comply with the Rules of the Canadian Payments Association ("CPA") or any other rules or regulations which may affect the services described herein, as may be introduced in the future or are currently in effect and I agree to execute any further documentation which may be prescribed from time to time by the CPA in respect of the services described herein.
12. I have certain recourse rights if any debit does not comply with this agreement. For example, I 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 my recourse rights, I may contact my financial institution or visit [www.payments.ca](http://www.payments.ca).
13. I hereby consent to the collection, use, and disclosure of personal information contained in this form and otherwise collected by or on behalf of the Payee for the purposes of facilitating payments with your financial institution, for the purpose of enforcing the Payee's rights, and as otherwise provided in the Payee's privacy policy, a copy of which is available on request.
14. Applicable to the Province of Quebec only: It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

\_\_\_\_\_  
Name of Account Holder

**X** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Account Holder

**X** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date