THE ALBERTA NEW HOME WARRANTY PROGRAM
(The "Program")
301, 30 Springborough Boulevard SW
Calgary, Alberta T3H 0N9

DEPOSIT PROTECTION RECEIPT
(FOR CONDOMINIUM HOMES ONLY)

PROJECT C# _____

DATE: (Day / Month / Year) _____

DESCRIPTION OF NEW CONDOMINIUM HOME

Legal: Unit _____ Condominium Plan _____ Units in Common Property _____ Phase: _____

Municipal Address: _____(the "Home")

Name of Condominium Project _____(the "Condominium")

PURCHASE INFORMATION

Total Purchase Price: $ _____
(Excludes GST)

As of the date indicated above, this purchase is:
- ☐ Conditional - the Agreement is subject to conditions (e.g. financing)
- ☐ Unconditional - all conditions of the Agreement have been satisfied

For:
- Home to be constructed (pre-sold) ☐
- Home already under construction ☐
- Home completed ☐

Date of Purchase Agreement between Builder and Purchaser _____ (the "Agreement")
(Day/Month/Year)

The Purchaser and the Builder confirm that a complete copy of the disclosure documents as required under the Act was received by the Purchaser. ☐ (Yes) ☐ (No)

Approximate start date of construction: _____ Approximate possession date: _____

DEPOSIT INFORMATION

This Deposit Protection Receipt is for (The Deposit): In ☐ itial Deposit $ _____
(Check only one) ☐ Deposit confirming Removal on Satisfaction of Conditions $ _____
TOTAL DEPOSIT $ _____

This Deposit Protection Receipt is in accordance with the *Condominium Property Act*, C.22 R.S.A. 2000 as amended and its regulations (the "Act"). This Deposit Protection Receipt shall be considered as a Certificate under section 69 of the Regulations of the Act.

HOME BUYER(S)

Na me _____

Name _____ (the "Purchaser")

Current Mailing Address of Purchaser:

Ad dress: _____

Postal Code: _____ Phone (Res.): _____ Phone (Bus.): _____

PURCHASER CONSENT TO DISCLOSURE OF PERSONAL INFORMATION TO THE PROGRAM

☐ PURCHASER INITIALS

The Purchaser (as described in this Deposit Protection Receipt) agrees that this Deposit Protection Receipt can be sent to The Alberta New Home Warranty Program (the "Program") and the Purchaser consents to the disclosure of any personal information in this Deposit Protection Receipt to the Program for the purpose of providing any of its products and services to the Purchaser. The Program will collect, use and disclose the personal information in accordance with its Privacy Policy which is available by contacting the Program's Privacy Officer at 301, 30 Springborough Blvd. SW, Calgary, Alberta T3H 0N9 (403) 253-3636, 1-800-352-8240, fax number (403) 253-5062 or privacyofficer@anhwp.com

☐ PURCHASER INITIALS

Execution of this Consent by the Purchaser shall not bind the Program to warranty protection coverage for the Purchaser or the Home. Warranty protection coverage for the Purchaser or the Home shall only come into effect upon completion of the Deposit Protection Receipt and Purchase/Construction Agreements or Certificate of Possession provided by the Program to the Builder.

All terms and conditions of those Agreements and any included Warranty Certificates shall apply.
Please acknowledge your consent by initialing at the side. The complete consent and disclosure statement can be found on the reverse of this document.

The Program agrees that subject to the limits, conditions and exclusions **contained on the reverse**, if the Deposit(s) (as later defined) paid by the Purchaser to the Builder becomes legally refundable and the Purchaser is unable to collect from the Builder, the Program will pay to the Purchaser the Purchaser's actual loss. **The limit of liability of the Program, for all Deposit Protection Receipts issued pursuant to the Agreement, is to refund the lesser of: the actual loss to the Purchaser for Deposits paid to the Builder, or 15 % of the Total Price of the Home, including units in the Common Property of the Condominium under the Agreement to a maximum of Thirty Thousand ($30,000.00) Dollars. Please note the conditions, limits, and exclusions printed on page 2.**

PURCHASER:	BUILDER:
Acknowledges payment to the Builder of above Deposit and has read the conditions, limits and exclusions above and on the reverse side. Home Number Signature _____ Signature _____	Acknowledges receipt from Purchaser of above Deposit, and verifies: that the Builder is a Re gistered B uilder Mem ber o f th e Pro gram; t hat t he Ho me i s covered by the Progr am's D eposit P rotection c overage; and t hat th e Condominium an d Ho me h ave been en rolled with th e Prog ram fo r protection coverage in accordance with the Act. Builder Membership Registration # Company Name (the "Builder") Company Representative _____ Signature _____

NOTE: A copy of this Deposit Protection Receipt must be forwarded to the Program within ten (10) days of issuance. You should receive a separate Deposit Protection Receipt for each Deposit you make to your Builder.

SAMPLE

The Alberta New Home Warranty Program provides Deposit Protection to the purchasers of new condominium homes in Alberta, and the coverage is subject to certain conditions and limits.

1. CONDITIONS

(a) In this Deposit Protection Receipt a "Deposit" is defined as only money (Canadian dollars) paid by the Purchaser to the Builder as a Deposit for the purchase of the Home under the Agreement. Only the initial Deposit and Deposit confirming removal or satisfaction of conditions, as described and indicated in the Deposit Protection Receipt are covered. Things such as real or personal property, work, materials or services provided by the Purchaser, rentals, payments for use and occupancy, or any setoffs whatsoever in favour of the Purchaser are not considered Deposits.

(b) The Builder must have registered the Project with the Program at the time the Deposit is made by the Purchaser and it is the responsibility of the Purchaser to ensure that the Home and Condominium are covered by the Program's Deposit Protection Coverage. Please contact the Program at the following numbers: Calgary (403) 253-3636; Edmonton (780) 484-0572; toll free 1-800-352-8240.

(c) The Purchaser must:

(i) claim against the Program for repayment of a Deposit within six (6) months from the date the Builder gives notice to the Purchaser that the Home is ready for possession and transfer of title;

(ii) at the request of the Program, assign to the Program any security position, judgment, the Agreement, caveat or equity security held under the Agreement or any contract with the Builder in the event of refund of a Deposit;

(iii) comply with all of the obligations, terms, covenants and conditions imposed upon them under the Agreement or this Deposit Protection Receipt;

(iv) ensure that the Program's copy of the Deposit Protection Receipt is mailed or delivered to the Program within ten (10) days of the date that this Deposit Protection Receipt is signed by the Builder and the Purchaser. The Program's Deposit Protection coverage will be effective only when the Program has received a copy of the Deposit Protection Receipt; and

(v) agree that the Program, upon making any payment or assuming liability under this Deposit Protection Receipt, is subrogated to all rights of recovery of the Purchaser against any person, corporation or other entity who may have caused or contributed to the occurrence of any liability under this coverage protection. The Program may bring action, at the Program's expense, in the name of the Purchaser or the Program to enforce such rights. The Purchaser shall fully support and assist the Program in the pursuit of its subrogated rights.

(d) A separate Deposit Protection Receipt must be issued for each Deposit paid by the Purchaser to the Builder.

The Program protects your investment with the most comprehensive Deposit Protection available in Alberta. Certain limits and exclusions apply.

2. LIMITS AND EXCLUSIONS

(a) No claim may be made where the Purchaser has defaulted in any of the Purchaser's obligations under this Deposit Protection Receipt, the Purchase Agreement or mortgage financing for the Home.

(b) No claim may be made by the Purchaser after the expiration of the time period referred to in section [1(c)(i)] above.

(c) Notwithstanding section 2 (b) above, the Deposit Protection ends when the certificate of title for the Home has been registered in the name of the Purchaser at the Land Titles Office in the Province of Alberta in accordance with the Act.

(d) The limit of liability of the Program, for all Deposit Protection Receipts issued pursuant to the Agreement, is to refund the lesser of: the actual loss to the Purchaser for Deposits paid to the Builder; or **15%** of the Total Price of the Home including its proportionate share of units in the Condominium Common Property, under the Agreement to a maximum of **Thirty Thousand ($30,000.00)** Dollars.

(e) THE AGGREGATE LIMIT of liability of the Program for ALL warranty protection coverage for the Home, the Purchaser, other homes and purchasers, the Condominium and Condominium Common Property and the Deposit Protection Receipt, or any other warranty coverage whatsoever is the LESSER OF: **Thirty Thousand ($30,000.00)** Dollars multiplied by the number of Condominium homes in the Condominium that have been enrolled by the Program for warranty coverage; OR **One Million Five Hundred Thousand ($1,500,000.00)** Dollars. To the extent that the AGGREGATE LIMIT of the coverage may be exceeded, the Program reserves the right, in its sole discretion, to apply warranty coverage protection on the basis of as and when claims are made which will reduce the amounts of future combined coverage available, if any.

(f) If the aggregate of all Deposits paid by the Purchaser to the Builder exceed the limit of liability described in 2(d) above then the Builder and the Purchaser acknowledge that the amount of money that exceeds the limit of liability of this Deposit Protection Receipt shall be held in trust in compliance with the Act.

(g) No claim may be made by the Purchaser unless the Purchaser is a bona fide purchaser for value dealing at arms-length to the Builder and not in any way related or associated with the Builder either directly or indirectly and without restricting the generality of the foregoing, the Purchaser cannot be an agent, shareholder, officer, director, investor, joint venturer or co-owner of or with the Builder.

(h) This Deposit Protection Receipt coverage is not assignable by either the Builder Member or the Purchaser without the express written consent of the Program which may be withheld in the sole discretion of the Program.

The Program provides informal and formal processes to resolve disagreements between the Builder and Purchaser or the Purchaser and the Program. If a dispute cannot be resolved by other means, then the dispute must be resolved by binding arbitration in accordance with the rules adopted by the Program. It is expressly agreed that the arbitration will be final and binding on the parties.

3. ARBITRATION

If any dispute arises between the Builder and the Purchaser or between the Program and the Purchaser with respect to any matter in relation to this Deposit Protection Receipt, the dispute shall be settled by binding arbitration with a single arbitrator in accordance with the Rules adopted by the Program.

4. PURCHASER'S PROTECTION PROGRAM

Subject to the issuance of confirmation of Deposit Protection coverage pursuant to paragraph [1(c)(iv)] above, the Program certifies the following:

(a) The Program is a program provider of a plan, agreement, scheme or arrangement approved by the Minister as defined in the Act, and its full name and address are: **The Alberta New Home Warranty Program, Suite 301, 30 Springborough Blvd. SW, Calgary, Alberta T3H 0N9**

(b) The Builder, the Home and the Condominium are enrolled with the Program;

(c) Benefits under Deposit Protection Receipt coverage take effect upon the date the Program receives written verification from the Purchaser in accordance with paragraph [1(c)(iv)] above;

(d) Benefits under the Deposit Protection Receipt coverage terminate the earlier of: the time period referred to in section [1(c)(i)] above or the date the Purchaser becomes the registered owner of the Home [2(c)] above;

(e) The Deposit Protection Receipt coverage is subject to terms, conditions, limits and exclusions, copies of which have been provided to the Purchaser.

5. PURCHASER CONSENT TO DISCLOSURE OF PERSONAL INFORMATION TO THE ALBERTA NEW HOME WARRANTY PROGRAM

The collection, use and disclosure of personal information is controlled and protected provincially by the *Personal Information Protection Act* and federally by the *Personal Information Protection and Electronic Documents Act*. The Alberta New Home Warranty Program (the "Program") and your Builder (the "Builder") respect your rights regarding the protection of your personal information.

During the construction of your new home (the "Home") including the common property and condominium corporation, if applicable) the Builder will collect personal information from you. This information includes but is not limited to:

- name, address and telephone number;
- municipal and legal descriptions for the Home;
- the purchase or construction agreement for the Home including financial information, all plans, specifications, agreements, change orders, condominium disclosure documents or any other information related to the purchase and construction of the Home;
- information about any remedial or other work done to the Home;
- any information about a request for assistance, claim or dispute between the Homeowner and the Builder about the Home including information provided during the course of alternate dispute resolution processes such as the conciliation, mediation and arbitration procedures of the Program or any legal proceedings;
- insurance information;
- information from third party contractors, suppliers, consultants and lawyers who provided work or services to the Homeowner or the Builder with respect to the Home;
- information from the condominium corporation for the Home, if applicable.

As a member of the Program and as part of providing Program warranty protection coverage and services to you, the Builder is required to provide your personal information to the Program. This information is used for the following purposes:

- registration and enrollment with the Program;
- processing and assessment of warranty protection coverage either directly by the Program or an authorized independent agent;
- providing alternate dispute resolution procedures including investigation, conciliation, mediation and arbitration services in accordance with the rules and procedures of the Program;
- conducting customer satisfaction surveys either directly by the Program or an authorized independent agent;
- assessment of Builders;
- dealing with the condominium corporation for the Home;
- compiling historical data;
- assessment of the Program's warranty protection coverage and other services

The Program will comply with its Privacy Policy. For more information about the Program's Privacy Policy please contact the Program's Privacy Officer at 301, 30 Springborough Blvd. SW, Calgary, AB T3H 0N9 (403) 253-3636, 1-800-352-8240, fax number (403) 253-5062 or privacyofficer@anhwp.com. The Purchaser consents to the collection, use and disclosure of the Purchaser's personal information by the Builder to the Program for the purposes set out above and in the Program's Privacy Policy.

SAMPLE