

Home Warranty Support Agreement.

The following agreement sets forth the terms and conditions of the Home Warranty Support Agreement between Home Warranty Investigations and the Homeowner.

THIS **SUPPORT AGREEMENT** made effective as of ___ day of _____, 20__

BETWEEN:

&

("Homeowners")

- and -

Homes Warranty Investigations
(the "Consultant")

1. Applicability.

(a) These terms and conditions for services (the "**Terms**") are the only terms that govern the provision of services by the Consultant and the Homeowners.

(b) These Terms and this agreement, (the "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

2. Services. The Consultant shall provide the following services to the Homeowner: (the "**Services**")

(a) Assist the Homeowners with all aspects of applying for a HOME WARRANTY claim. Support can include providing information and guidance on:

- (i) New Home Buyer Protection Act interpretation.
- (ii) Interpreting Government regulations.
- (iii) If needed working with the Homeowners Legal Representative.
- (iv) Reviewing the items of concern and discussion of limitations.
- (v) Assessing each item of concern and determining if it meets the claim criteria.
- (vi) Determining if an item of concern is itself the deficiency or is caused by an underlying and more severe defect.
- (vii) Perform investigations (destructive and otherwise) as required and as may be directed by the Homeowner.
- (viii) Assist in making a claim using proper terminology and technical information to ensure claim support.

3. Performance Dates. The Consultant shall make reasonable efforts to meet any performance dates required to perform the Services.
4. Homeowner's Obligations. The Homeowners shall:
 - (a) cooperate with the Consultant in all matters relating to the Services;
 - (b) respond promptly to any of the Consultant's requests to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for the Consultant to perform Services in accordance with the requirements of this Agreement;
 - (c) provide such materials or information as the Consultant may request, and the Homeowner considers reasonably necessary, to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and
 - (d) shall pay all Invoices provided by the Consultant.
5. The Homeowner's Acts or Omissions. If the Consultant's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Homeowner, the Consultant shall not be deemed in breach of its obligations under this Agreement.
6. Disclaimers.
 - (a) The Consultant cannot be held responsible for an unfavorable warranty claim.
 - (b) The Consultant is not responsible for warranty provider time frames and delays in the process.
 - (c) The Consultant cannot be held responsible for underlying and contributory defects which are unable to be detected without destructive investigation.
 - (d) The Consultant is not a certified Home Inspector, Structural Engineer, Building Envelope Engineer.
7. Fees and Expenses: Payment Terms:
 - (a) The Consultant charges a rate of \$75/hr for its services.
 - (i) Initial consultation of 15 – 20 mins is free.
 - (ii) The Consultant will bill for every ¼ of an hour.
 - (iii) The Consultant requires an initial deposit of \$500.00 prior to appointment to be used toward the Consultants billable rate and time. Any funds not used shall be refunded to the Homeowner upon completion of services. If the Consultants time exceeds the initial deposit, and invoice will be provided to the Homeowner.

8. Waiver. No waiver of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the parties to the Agreement. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9. Relationship of the Parties. The relationship between the parties is that of independent parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

10. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule whether of the Province of Alberta or any other jurisdiction that would cause the application of the laws of any jurisdiction other than those of the Province of Alberta.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement.

13. Amendments and Modifications. This Agreement may only be amended or modified in a writing.

Home Warranty Investigations

Witness

Homeowner

Witness

Homeowner