

## IMPORTANT: What You Need to Know About Your Legal Rights

Please read, and if you sign a contract, keep all paperwork for your records. Companies are required by law to provide this cover page with contracts for the products and services listed below.

**The Government of Ontario is not affiliated with and does not endorse any company**

Under Ontario's Consumer Protection Act, 2002 unsolicited door-to-door marketing and contracting for the following products and services are illegal, subject to certain exceptions.

- Furnaces
- Air conditioners
- Air cleaners
- Air purifiers
- Water heaters
- Water treatment devices
- Water purifiers
- Water filters
- Water softeners
- Duct cleaning services
- Bundles of these goods and services (such as HVAC)

**Suppliers cannot market or contract for these products or services at your home unless one of the situations applies (please check the appropriate box):**

- You contacted the supplier to invite them to your home to buy or lease at least one of the products above (not for repair, an energy assessment, maintenance, or any other reason).
- You agreed to allow your current supplier to come to your home and agreed they may offer you a contract for one of the products or services listed above.

**You may cancel this contract within 10 days after receiving a written copy of it. You do not need a reason to cancel, but cancel it in writing so you have proof.**

Name of company offering this contract: \_\_\_\_\_

For what purpose did you ask this business to come to your home?  
\_\_\_\_\_

**If you did not invite this salesperson to your home for the purpose of buying or leasing the goods or services listed above, this contract may be void and you may be able to keep the goods or services without any obligations.**

**IMPORTANT:** Suppliers may register a security interest (commonly known as a lien) on the goods that you are acquiring, and they may also register a notice of security interest on the title to your home.

**Before you sign, please review your contract. Ask your supplier if the company will register a security interest. This could have legal or financial implications should you decide to cancel the contract early, secure financing, or sell your home. In these circumstances, seeking the advice of a lawyer is recommended.**

Your name (please print) \_\_\_\_\_

Your Signature \_\_\_\_\_ Date MM / DD / YYYY



January 16, 2018

**If you have questions about your rights as a consumer or what should be included in your contract, call Consumer Protection Ontario before signing:**

416-326-8800 or 1-800-889-9768/TTY: 416-229-6086 or 1-877-666-6545

[Ontario.ca/consumer\\_protection](http://Ontario.ca/consumer_protection)



RETAIL CREDIT APPLICATION FOR BILLING INQUIRIES: AND AGREEMENT 1-877-318-4782 www.vistacredit.ca



FOR SERVICE T:

Borrower Name ("Borrower"): D.O.B: MM / DD / YYYY

Co-Borrower Name ("Borrower"): D.O.B: MM / DD / YYYY

Installation Address (the "Property"):

City: Prov: Postal Code:

Tel: Bus / Cell: E-Mail (required):

Mailing / Previous Address

(mandatory if less than 1 year at current address):

Product Description ("Product")

CALCULATION OF BORROWED AMOUNT AND COST OF BORROWING all fields (1 to 6) MUST be completed before agreement is signed

Table with 4 columns: 1. Purchase Price of Products, 2. HST, 3. Borrowed Amount, 4. Loan Term / Amortization, 5. Annual Interest Rate, 6. Estimated Monthly Payment. Includes a 'Monthly Payment Calculation' section with a table for Interest Rate, Term, Borrowed Amount, and Rate Factor.

PAYMENT OPTIONS (CHECK ONE ONLY)

Option 1 - Enbridge Gas Distribution, Enbridge Account #: [grid] Option 2 - Pre-Authorized Payment (PAP) Please Select PAP Date [ ] 1st OR [ ] 15th Name on Enbridge Bill: \_\_\_\_\_ Commencement Date: \_\_\_\_\_ VISTA CREDIT OFFICE USE ONLY

RETAIL CREDIT APPLICATION AND AGREEMENT TERMS AND CONDITIONS

- 1. Interpretation. In this agreement "you" and "your" refer to the Borrower and Co-Borrower described above. Where there is more than one person named, the same terms refer to all persons named and all obligations of the persons named under this Agreement shall be joint and several. "Us", "we" and "our" refer to Vista Credit Corp. and its authorized personnel, agents, contractors or assigns.
2. Your Loan. You have borrowed the Borrowed Amount from us (the "Loan") to enable you to purchase the Products. You direct us to pay the Purchase Price After Tax directly to the Supplier.
3. Your Promise to Pay. You agree to pay us the Borrowed Amount, together with interest thereon, by paying us the Monthly Payments starting on the first day or the fifteenth day (whichever you have selected) after the month during which the Supplier ships the Products to you and continuing on the first day or the fifteenth day (as applicable) of each following month during the Loan Term ("Payment Date").
4. Interest Charges. Starting on the Commencement Date, interest will begin to accrue on the Borrowed Amount at the Annual Interest Rate and the Cost of Borrowing is computed at the end of a monthly payment period by multiplying the Interest Rate by the outstanding balance of the Loan (the "Outstanding Balance") at the commencement of such payment period, and by multiplying the product thus obtained by the fraction represented by the number of days in the payment period in relation to 365 days.
5. Registration Against Security. You hereby grant to us a continuing security interest and a purchase money security interest in the Product as collateral security for the amounts owing by you to us under this Agreement.
6. Loss or Destruction of Product. You must keep the Product insured against loss or damage. The loss, destruction or damage of the Product does not excuse you from making payments unless the insurance proceeds paid to us pay the total balance due.

7. Interest Rates and Factors

Borrowed Amount	Interest Rate	60 / 60		60 / 144		
		Rate Factor	Residual Factor*	Interest Rate	Rate Factor	Residual Factor*
\$2,500 - \$4,999						
\$5,000 - \$9,999						
\$10,000+						

\* Residual is determined by multiplying the Borrowed Amount by the Residual Factor

8. **Payment Authorization.** If you select Pre Authorized Payment ("PAP"), the following terms will apply to your PAP: (a) you hereby authorize us to debit the bank account identified on the cheque you delivered to us for all payments required to be made under this Agreement; (b) you acknowledge that this PAP is personal; (c) the account will be debited on the day of each month as indicated on page 1; (d) this authority shall remain in effect until you give us written notice to cancel it which notice shall be received 30 days before the next scheduled debit at our address on page 1; (e) you have certain recourse rights if any debit does not comply with this paragraph. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with these terms; (f) you can obtain more information about your right to cancel (including a sample cancellation form) and about your recourse rights from your financial institution or at [www.cdnpay.com](http://www.cdnpay.com); (g) you hereby waive your right to receive pre- notification of the amount of the PAP and agree that you do not require advance notice of the amount of PAPs before the debit is processed. If you select the Enbridge billing service, Vista Credit's charges will appear in the Other Companies section of your Enbridge Gas Distribution bill. You agree to switch to PAP should we discontinue the Enbridge billing service.

9. **Event of Default.** The following shall be considered an Event of Default under the terms of this Agreement: (a) you fail to pay any amount under this Agreement when due; or (b) you become insolvent, bankrupt or die; or (c) you fail to keep any of the Products in good working order; or (d) you fail to keep the Products free from all liens and encumbrances except those in our favor; or (e) the Product is lost, stolen, destroyed or substantially damaged; or (f) you move from the Property without paying the balance owing on this Agreement; or (g) you breach any obligation under this Agreement.

10. **Remedies.** If you are in default under this Agreement, we may: (a) take possession of the Products and sell them according to law; and (b) terminate this Agreement and require you to pay us the remaining balance, Default Interest and all other amounts due including all Fees; and (c) commence legal proceedings to enforce the Security; and (d) exercise any other remedy available to us whether at law, in equity or otherwise. All remedies are cumulative and not alternative.

11. **Fees.** In addition to interest on overdue amounts, you agree to pay the following: (a) all expenses for registration, maintaining and discharging the security including a \$250.00 discharge fee and (b) all reasonable costs we incur, including legal costs, to enforce our security under this Agreement, to protect the Products and to collect amounts due, and (c) a fee of \$ 35.00 for each cheque, preauthorized debit or other payment which is returned for any reason. Each expense and fee is payable when incurred and until paid will be added to the Borrowed Amount and bear interest at the Default Interest rate.

12. **Application of Payments.** Payments may be applied against the total obligation by us, in our sole discretion. To the extent permitted by applicable law, payments on your Loan will be applied first to current interest charges, with the remaining amount applied against the outstanding balance. All pre-payments on account of your Loan shall be deemed to have been made and shall be credited to the undersigned in the reverse order of their maturity.

13. **Prepayment.** You may prepay the outstanding balance at any time without prepayment charge or penalty. If you prepay the full outstanding balance, we will refund the portion of each such charge that was paid and forms part of the Total Cost of Borrowing to the extent required by law. You can prepay part of the outstanding balance on any day you make your Monthly Payment or once per month. If you only prepay part of the outstanding balance, you are not entitled to any refund of amounts paid forming a part of the Total Cost of Borrowing. Any refund made will be first applied as a credit against any outstanding balance under any other agreement you may have with us. You may make arrangement for any such payment by calling us at 1-877-318-4782.

14. **Extension and Renewal.** We may extend, renew, or amend this Agreement with your written consent without diminishing our interest in the Property or our rights or your obligations under this Agreement. In addition, no waiver or delay in enforcing our rights shall act to diminish or cancel our rights under this Agreement. If the Amortization is longer than the Loan Term, we have the option to automatically renew the Agreement at the end of the Loan Term. If we choose to renew your loan, we will provide you with written notice at least sixty (60) days prior to the end of the Loan Term advising you of (1) the final date of the existing Loan Term, (2) the new Amount of the Loan, (3) the new Loan Term, (4) the new Amortization period, (5) the new Rate Factor, (6) the new Interest Rate, (7) the new Equal Monthly Payment, (8) the new final payment and (9) the new Total Cost of Borrowing for the renewal period. The notice will also advise you that the loan will automatically be renewed unless we receive written notice from you at least thirty (30) days prior to the end of the existing Loan Term that the loan should not be renewed and the final payment should be withdrawn from your bank or Enbridge account at the end of the existing Loan Term.

15. **Product Claims.** You agree that with respect to the Products purchased with the Borrowed Amount: (a) you have selected each item of the Products you purchased; (b) we are only lending you the Borrowed Amount to enable you to purchase the Products; (c) we do not directly or indirectly offer, sell, select, or provide any of the Products you purchased; and (d) we are not a seller, supplier, merchant, or warrantor. Consequently, you agree that claims relating to your purchases, including any defect or warranty related to the Products, are not our responsibility. If you have any disputes or problems with the Supplier regarding the Products, you must continue to make your Monthly Payments and other payment obligations required by this Agreement.

16. **Assignment.** We may assign this Agreement or any of its terms at any time to a third party. If we assign this Agreement, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned. You shall not have any right to transfer or assign this Agreement to anyone. This Agreement shall be binding upon you and your heirs, executors, administrators and legal representatives.

17. **No Waiver.** No waiver or delay by us from taking action for any reason under any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver by us of any provision of this Agreement, constitute a continuing waiver unless otherwise expressly provided. To the extent allowed by law, we may take other action not described in this Agreement and by doing so we will not lose our rights under this Agreement.

18. **Entire Agreement and Severability.** This Agreement is the entire agreement between you and us and may not be amended except as set out in this Agreement. If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding will not affect the validity of any other term, clause or provision contained herein.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

20. **Errors in this Agreement.** You hereby authorize us to correct any errors in this Agreement, including without limitation, improperly calculated amounts, incorrectly spelled names and any other errors and omissions, and such amendments shall not invalidate this Agreement or any term herein and shall be binding on you without notice.

21. **Consent to Disclosure and Sharing of Personal Information and Credit Investigation.** You authorize us and our assigns to use and disclose your personal information provided above to confirm your identity, to evaluate your creditworthiness, to administer this Agreement, to perform internal statistical analysis, to assign or securitize any amounts payable by you under this Agreement or as otherwise required or permitted by law. You hereby authorize us to conduct financial and credit investigations for purposes of approval, maintenance and enforcement of this Agreement or any judgment 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 depository facility. We may obtain such information at any time before or during the Term or after termination of this Agreement in the event any monies remain owing to us. This clause shall survive the Term or termination of this Agreement. 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 web-site at [www.vistacredit.ca](http://www.vistacredit.ca) or upon making a request to us in writing to our address: 205-6 Gurdwara Rd., Ottawa, ON, K2E 8A3

22. **Electronic Version of this Agreement.** We will retain a copy of this agreement in electronic form only. You agree that a facsimile and/or imaged copy is enforceable in a court of law. By signing below, you certify that the information contained herein is true. You authorize us to make any inquiries concerning your credit and you authorize any consumer reporting agency, or any other company with whom you have financial relations, including your employer, to furnish credit information to us. **By signing below, you agree that you have read, understand and agree to the terms and conditions of this Agreement (including those on the reverse side) and acknowledge receipt of a copy of this Agreement. You agree that there are no other verbal or written agreements which modify the terms of this Agreement in any manner other than terms imposed by statute which may not be varied by contract.**

**BORROWER:**

**CO-BORROWER:**

\_\_\_\_\_  
Sign Above

\_\_\_\_\_  
Sign Above

MM / DD / YYYY

MM / DD / YYYY

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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