Payor's PAD Agreement

Payee

(The "Payee" is the business or entity being paid)

Name of Payee: **Bay Port Yachting Centre**

Street Address: **156 Marina Park Avenue, P.O. Box 644**

City: **Midland**   Province: **ON**   Postal Code: **L4R 4P4**

Telephone: **705-527-7678**   E-mail: **pfrench@bayportyc.com**

Payor

(The "Payor" is the person whose account will be debited for payment)

Name of Payor:

Street Address:

City: Province: Postal Code:

Telephone: E-mail:

Financial Institution *(the "Processing Institution")*

Name of FI:

Address:

Account Information *(Attach voided cheque –OR– take to your financial institution for completion)*

Account Info:

Branch Transit Nº   Institution ID   Account Nº

Payment Details

Payment Type

The goods or services being purchased with this PAD Agreement are for *(check one):*

☐ Personal –or– ☐ Business use.

CPA Trans. Code   Description of PAD

Amount

☒ Fixed *(enter amount)*   ► $

☐ Variable *(enter max. amount)* ► $

Timing

☐ Weekly, starting ►

☐ Bi-weekly, starting ►

☒ Monthly, starting ► **15th of**

☐ Sporadic

☐ ►
(Specify other set intervals)

☐ ►
(Specify set dates)

Authorization

I/We acknowledge that this agreement is provided for the benefit of the "Payee" and "Processing Institution" and is provided in consideration of the Processing Institution agreeing to process debits ("PADs") against the Account with the Processing Institution in accordance with the Rules of the Canadian Payments Association (the "CPA Rules").

By signing this agreement, I/we acknowledge having received a copy of this agreement, including the terms and conditions below, and I/we acknowledge having read and understood its contents. I/We agree to be bound by this agreement, including the terms and conditions below.

I/We warrant and guarantee that the person(s) whose signature(s) are required to sign on the Account have signed below.

Pre-Notification Waiver

☐ **I/we waive any and all requirements for pre-notification of debiting, including, without limitation, pre-notification of any changes in the amount of the PAD due to a change in any applicable tax rate, top-up, or adjustment.**

✖

Date   Signature of Account Holder

✖

Date   Signature of Joint Account Holder *(if applicable)*

Cancel Payment

Note: You may revoke this authorization at any time in writing subject to providing notice of 5 (five) business days. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit **www.cdnpay.ca**.

Terms and Conditions

1. I/We hereby authorize the Payee, in accordance with the terms of my/our account agreement with the Processing Institution, to debit or cause to be debited the Account for the purposes indicated in the "Payment Details" section on page 1 of this agreement.

2. Particulars of the Account that the Payee is authorized to debit are indicated in the "Payor" section on page 1 of this agreement. A specimen cheque, if available for the Account, has been marked "VOID" and attached to this agreement.

3. I/We undertake to inform the Payee, in writing, of any change in the Account information provided in this agreement prior to the next due date of the PAD.

4. This agreement 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 Cancel Payment section, Page 1. I/We acknowledge that I/we can obtain a sample cancellation form or further information on my/our right to cancel this agreement from the Processing Institution or by visiting *www.cdnpay.ca*.

   I/We acknowledge that if I/we wish to cancel this agreement 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.

5. Revocation of this agreement does not terminate any contract for goods or services that exists between me/us and the Payee. This agreement applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.

6. I/We acknowledge that provision and delivery of this agreement to the Payee constitutes delivery by me/us to the Processing Institution. Any delivery of this agreement to the Payee constitutes delivery by the Payor.

7. If this agreement 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 that I/we will receive:

   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
   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
   c) 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.

   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.

8. If this agreement provides for PADs with sporadic frequency, I/we understand that the Payee is required to obtain an authorization from me/us for each and 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.

9. I/We acknowledge that the Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of this agreement, including, but not limited to, the amount.

10. I/We acknowledge that the Processing Institution is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by the Payee as a condition to honouring a PAD issued or caused to be issued by the Payee on the Account.

11. I/We acknowledge that, if this agreement is for personal or business PADs or for funds transfer PADs that have recourse through the clearing system, a PAD may be disputed under the following conditions:

    a) the PAD was not drawn in accordance with this agreement;
    b) this agreement was revoked; or
    c) pre-notification was required and was not received.

    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 the 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.

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.

13. I/We acknowledge and agree that if this agreement 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.

14. Unless this agreement 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 any debit does not comply with this agreement. For example, I/we 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/our recourse rights I/we can contact my/our financial institution or visit *www.cdnpay.ca*.

15. I/We acknowledge that I/we understand that I/we am/are participating in a PAD plan established by the Payee and I/we accept participation in the PAD plan upon the terms and conditions set out herein.

16. I/We consent to the disclosure of any personal information that may be contained in this agreement 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.