

AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, 2026 (the “Effective Date”).

BETWEEN

An individual resident in the Province of Alberta

(the “Customer”)

- and -

CRESTMARK HOME SERVICES LTD.

A Corporation incorporated pursuant to the laws
of the Province of Alberta
(the “Corporation”)

Overview: This agreement is for the Provider to provide home inspection services as more particularly described below.

ARTICLE I SERVICES

1.1 The Customer herein hires the Provider for the following services:

- (a) The Provider will perform home maintenance for the Customer as more particularly described in Schedule A (herein the “Services”). These services include mechanical room maintenance, sump pump, HRV, backflow, furnace, air conditioning, one yearly drone scan on the roof and one thermal scan of the home. Two service appointments will be done per year.

1.2 Excluded Services: The Customer acknowledges and agrees that the Services provided do not include the following:

- (a) The Provider does not test airflow.
- (b) The Provider does not look into zoning or permits.
- (c) All of which is more particularly described in Schedule B.

ARTICLE II FEES

2.1 The Customer agrees to pay the Provider \$_____ + GST for a minimum one-year term. The Customer acknowledges that the bulk of the services are done up front to establish a baseline. If the Customer cancels the agreement prior to one year, it will be detrimental to the Provider. Accordingly, there are no cancellations within the one year. If the agreement is cancelled within a year, the Customer will have to pay the yearly amount in full.

ARTICLE III REFUNDS

- 3.1 The Customer acknowledges that there will be no guarantee of refund for any reason whatsoever. Crestmark Home Services Ltd. reserves the right to make a case-by-case judgement on request of refund.

ARTICLE IV PAYMENT

- 4.1 Payments is due prior to work commencing. The Provider accepts the following payment methods:
- a) Cash
 - b) CAD bank transfers or E-transfers
 - c) Credit Card or Debit Card.
- 4.2 Delinquent Payment: In the event that payment is not made within 45 days of an invoice being issued the parties agree that the Provider has the following remedies:
- a) The right to immediately cease any further work for the Customer's until payment in full is made.
 - b) Interest on all late payments will be charged at the 2% per month until paid in full.
- 4.3 The parties acknowledge and agree that such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or in equity to the Provider. The parties further acknowledge that these remedies are reasonable and required to protect the Provider.

ARTICLE V FORUM

- 5.1 Any suit, action or proceeding arising out of or relating to this Agreement shall be brought in any court in the Province of Alberta, Canada having jurisdiction over the subject matter thereof and the parties irrevocably and unconditionally attorn and submit to the jurisdiction of such court. The parties irrevocably waive and agree not to raise any objection that either might now or hereafter have to the bringing of any such suit, action or proceeding in any such court, including any objection that the place where such court is located is an inconvenient forum or that there is any other suit, action or proceeding in any other place relating in whole or in part to the same subject matter. Each party agrees that any final judgment or order against it in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon it and consents to any such judgment or order being recognized and enforced in the courts of its jurisdiction of incorporation or any other jurisdiction where it carries on business or has assets.

ARTICLE VI ARBITRATION

6.1 In the event both Parties agree that the dispute is best resolved by way of arbitration then the dispute referred to arbitration will be governed as follows:

- (a) the party desiring arbitration will notify the other party of such desire and the parties will attempt to agree, within five (5) business days, on a single arbitrator who will be named to resolve the dispute. If the parties are unable to agree, if there are only two parties involved in the dispute, each of those parties shall choose an arbitrator and the two (2) arbitrators shall jointly choose a third arbitrator within five (5) business days of their appointment.
- (b) the arbitration will take place in Edmonton, Canada;
- (c) the decision of the arbitrator(s) will be final and binding on the parties to the arbitration and no appeal will be taken from any determination unless the determination contains an error of law, which results in a determination which is patently unreasonable;
- (d) each of the parties will co-operate with the arbitrator(s) and, subject to the doctrine of privilege, will provide the arbitrator(s) with all information in its possession or under its control necessary or relevant to the matter being determined. The parties will use their reasonable best efforts to cause any arbitration hearing that may be held hereunder to be completed as soon as practicable;
- (e) the arbitrator(s) will be required to make an award as soon as possible, and if at all practicable, within ten (10) business days after the conclusion of the arbitration hearing. The arbitrator(s) may determine all questions of law and jurisdiction including questions as to whether the dispute is arbitrable, and has the right to grant permanent and interim relief or injunctive relief or other forms of equitable relief, and will have the discretion to award costs including reasonable legal fees, interest and costs of the arbitration;
- (f) except as modified herein, the provisions of the *Arbitration Act* (Alberta) as amended from time to time, will govern any arbitration conducted under this Contract; and
- (g) judgment upon an award, including any interim award, rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof.
- (h) Except where clearly prevented by the nature of the matter in dispute, the affected parties agree to continue performing their respective obligations under the Agreement applicable while the dispute is being resolved or arbitrated unless and until such obligations are terminated or expire in accordance with the provisions of the Agreement.
- (i) Nothing in the dispute resolution process will prevent an affected party from applying for or obtaining any interim, interlocutory or preliminary injunctive or declaratory relief or from bringing any claim for contribution or indemnity in the same court in which a suit against the party is brought by any third person.
- (j) The parties hereto covenant that they will not apply nor will they have any right to apply by any means to any court to challenge any decision of the arbitrator on a matter properly before the arbitrator.

ARTICLE VII ACCESSIBILITY

- 7.1 The Customer acknowledges that it is responsible to ensure that all items to be inspected are fully accessible. The Provider will not move items. In addition, the Provider will require access to the backyard and the home. Any pets of the Customer must be kept out of the way of the Provider. Failure to follow these instructions could result in the Customer losing their maintenance appointment as well as being charged the full fee. If the Provider moves any items in order to obtain access, any damage to the Customer's items is the Customer's responsibility.
- 7.2 The Customer also agrees that rude or aggressive behavior will not be tolerated. If the Customer refuses to cease any rude or aggressive behavior, the Provider may leave the appointment, and no refunds will be provided.

ARTICLE VIII WARRANTY

- 8.1 The Provider will warranty any workmanship deficiencies brought to its attention within 5 days. Any items not brought to the attention of the Provider within this time frame, will not be the responsibility of the Provider.

ARTICLE IX TERM

- 9.1 The initial contract will be for one year. The contract will continue on yearly thereafter unless cancelled.

ARTICLE X TERMINATION

- 10.1 Subject to the section titled **Term** above, This Agreement may be terminated upon thirty days' notice at any time during the term. Upon termination, for any reason whatsoever will require all amounts owing to the Provider will be due immediately.

ARTICLE XI COMMUNICATION

- 11.1 The Customer will designate an Authorized Signatory who will communicate with the Provider. The Customer shall be responsible for ensuring all communications to the Provider are correct and the Provider takes no responsibility for the same. The Customer agrees that the Authorized Signatory has the authority to communicate with the Provider and has the authority to bind the Customer. Furthermore, the Provider cannot guarantee the security of data transmitted electronically or by Facsimile. The transmission of any communication to the Provider via these methods is at the risk of the Customer.
- 11.2 All documents, agreements, and applications referred to herein shall be deemed to be validly executed and delivered when executed and delivered by regular mail, facsimile, or by electronic mail.

ARTICLE XII CONFIDENTIAL INFORMATION

- 12.1 The information obtained by the Provider will be used to provide the Customer with the services contained in this Agreement. The Provider will not disclose this information to third parties unless:

- (a) The Provider has the consent of the Customer;
- (b) The Provider is required or permitted to do so by law; or
- (c) The Provider is required to provide such information for the purpose of compliance or regulatory recording.

ARTICLE XIII LIABILITY

- 13.1 Without derogating from the generality of the foregoing and in any event, the Provider shall not be liable to the Customer for any sums, expenses, damages, costs or penalties whatsoever, by reason of any delay or failure in performing any of the services in this Agreement due to a cause beyond the reasonable control of the Provider. Further, the Provider shall not be liable for any incorrect or improper applications arising from any instructions given by the Customer's Authorized Signatory if same was made in accordance with the terms of this Agreement. In any event, to the fullest extent permitted by law, the liability of the Provider, for any reason, shall be limited to the sum paid to the Provider by the Customer. There will be no compensation provided for loss of opportunity or loss of income.
- 13.2 The Customer acknowledges and agrees that the exclusions and limitations of the Provider's liability contained in this Agreement are reasonable having regard to all relevant factors, including the nature and the cost of the Service provided and that same takes into account any appropriate allocation of risk and liability.

ARTICLE XIV INSURANCE

- 14.1 The Provider will maintain appropriate insurance. In the event that any insurable event or act of God occurs the payout to the Customer will be solely limited to replacing or repairing the Customer's materials. In the event the Customer's materials are to be replaced, the Provider's sole obligation is to replace the materials with the same quality or, in the sole and unfettered discretion of the Provider, materials of a similar quality. No compensation will be provided for loss of opportunity or income loss due to the inability to operate due to the insurable event. Without limiting the foregoing this includes Acts of God.

ARTICLE XV INDEMNITY

- 15.1 Notwithstanding anything in this Agreement to the contrary, the customer agrees to hold harmless and indemnify the Provider and its officers, directors, agents and employees and any of its related or affiliated companies or person who are under the control of the Provider and their respective directors, officers and employees from and against any and all loss, liability or claim by any third party arising from or as a result of the Provider carrying out its obligations and duties pursuant to this Agreement or as a result of the Provider following the express directions of the customer. Without limiting the generality of the foregoing, the Provider is not responsible for any damage that occurs to the Customer's equipment due to any actions of a third party.

ARTICLE XVI GENERAL

- 16.1 Severability: If any term, covenant or condition of this Contract or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Contract or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Contract shall be valid and shall be enforceable to the fullest extent permitted by law.
- 16.2 Modification: The Provider may modify the terms and conditions of this Agreement by giving the Customer notice thereof. When and if the Customer receives notice of modification of the terms and conditions, the Customer may continue to use the Provider and if so, shall be deemed to accept the conditions as modified.
- 16.3 Inurement: This agreement shall inure to the benefit and be binding upon each of the parties hereto, their administrators, successors and assigns.
- 16.4 Entire Agreement: this Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein. All Schedules and attachments to this Contract form an integral part of the Contract.
- 16.5 No Waiver: No consent or waiver, express or implied, by any party to or of any breach or default by any other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such other party hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any other party in default, irrespective of how long such failure continues shall not constitute a waiver by such first party of its rights hereunder.
- 16.6 Assignment: The Customer may not assign any of its rights and obligations under this Agreement without the prior written consent of the Provider.
- 16.7 Notice: All Notices will be as follows:
PROVIDER:
company name:
company address:
contact number:

CUSTOMER:
Name:
Address:
contact number:
- 16.8 Any notice made as required under this Agreement or by any other agreement between the Customer and the Provider shall be deemed delivered:

- (a) Five (5) days after sending it by registered or certified mail addressed to the address above.
- (b) When received by the addressee when sent by facsimile or electronic mail provided that the notice is received during normal business hours, and if received outside normal business hours, then such notice will be deemed to be received on the next business day of the recipient. Nothing in this Agreement shall be deemed in any way or for any purpose to constitute any party a partner of, or a member of a joint venture or joint enterprise with, any other party to this Agreement in the conduct of any business or otherwise.

16.9 Time shall be of the essence of this Agreement.

16.10 In this Agreement, wherever the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

16.11 This Agreement may be executed by the parties in counterparts and when all parties have executed at least as many counterparts as there are parties, all of such counterparts shall be deemed to be originals and all such counterparts taken together shall constitute one and the same agreement.

16.12 The parties hereto confirm that they accept that this Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only.

16.13 Each of the parties hereto represents and warrants to the other parties hereto and acknowledges and agrees that: (a) it/he has read this Agreement, is aware of the contents, and understands them; (b) it/he has had an opportunity to consider this Agreement and obtain independent professional advice, including without limitation, legal advice and any advice relating to any potential accounting and/or tax liability before signing the Agreement; (c) in executing this Agreement it/he has not relied upon anything told or promised to him by any Person, except as contained herein; (d) it/he has satisfied himself of all facts and matters pertaining to the subject matter of, and he has taken independent legal, accounting and/or tax advice and counsel concerning the subject matter hereof and acknowledges that he is not relying or receiving any legal, accounting or tax advice from the other parties hereto and/or their respective professional advisors; and (e) it/he was not prevented nor discouraged by the other parties hereto from seeking independent legal, accounting, tax and/or any other professional advisor's advice prior to the execution and delivery of this Agreement and agrees that failure to obtain independent legal, accounting, tax or any other professional advisor's advice shall not be used by it/him as a defense to the enforcement of his obligations under this Agreement.

16.14 Each party hereto acknowledges that such party has been represented by counsel or has been strongly encouraged to obtain separate counsel in connection with this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and any such right is expressly waived.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year first above written.

**CRESTMARK HOME SERVICES
LTD.**

Per:

Per:

Schedule A - Services

Furnace maintenance
AC maintenance
Water heater maintenance
Tankless maintenance
Boiler maintenance
Sump pump maintenance
HRV maintenance
Backflow maintenance
Roof inspection
Thermal inspection

Schedule B – Excluded Services

Parts repair and replacement
Installation or replacement of equipment
Invasive inspection including behind walls and ceilings
Exterior work
Handyman tasks (i.e. locks, hardware, paint and miscellaneous work)
Snow removal
Lawn care
Walkway ice and slip prevention