



Trust Company

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AUTHORIZATION FOR PRE-AUTHORIZED DEBIT PLAN

Your Authorization as Payor to AGF Trust Company (the "Payee") to Direct Debit an Account

Instructions:

1. Please complete all sections in order to instruct your financial institution to make payments directly from your account.
2. Please sign this Authorization and the Terms and Conditions attached to this document. For joint accounts, all account holders must sign even if they are not part of the mortgage agreement.
3. Return the completed form (including the signed Terms and Conditions) to the Payee with a blank cheque marked "VOID". The following are not permitted: A convenience cheque (cheques drawn on a credit account i.e. line of credit or major credit card); Temporary or Starter cheques that do not have an imprint of the client(s) name and address (a copy of the Financial Institution's executed Account Agreement will be required).
4. Please ensure your account is open, has chequing privileges and the account numbers are clearly displayed.

PAYOR INFORMATION (PLEASE TYPE OR PRINT CLEARLY)

Mortgage Number: (if available)	
Payor Name:	
Address:	
Telephone Number:	
Signature of Payor:	Date:
Signature of Payor:	Date:

PRE-AUTHORIZED DEBIT DETAILS

Payment Frequency	Payment Date	Payment Amount

PAYOR FINANCIAL INSTITUTION/BANKING INFORMATION

Name and Address of Financial Institution: _____ Institution #: _____

_____ Branch #: _____

ATTACH VOID CHEQUE HERE

AUTHORIZATION FOR CONSUMER PRE-AUTHORIZED DEBIT PLAN

Terms & Conditions

1. In this Authorization, "**I**", "**me**" and "**my**" refers to each account holder who signs below. "**Payee**" refers to AGF Trust Company.
2. I agree to participate in this Pre-Authorized Debit Plan for personal/consumer purposes. I authorize the Payee and any successor or assign of the Payee to draw a debit in paper, electronic or other form for the purpose of making payments with respect to one or more mortgages (a "**PAD**") from my account (the "**Account**") at the financial institution set out in the Authorization (the "**Financial Institution**") and I authorize the Financial Institution to honour and pay such debits. This Authorization is provided for the benefit of the Payee and my Financial Institution and is provided in consideration of my Financial Institution agreeing to process debits against my Account in accordance with the rules of the Canadian Payments Association. I agree that any direction I may provide to draw a PAD and any PAD drawn in accordance with this Authorization, shall be binding on me as if signed by me, and, in the case of paper debits, as if they were cheques signed by me.
3. I may revoke this Authorization at any time by delivering a written notice of revocation to the Payee. This Authorization applies only to the method of payment and I agree that revocation of this Authorization does not terminate or otherwise have any bearing on any contract that exists between the Payee and me.
4. I agree that my Financial Institution is not required to verify that any PAD has been drawn in accordance with this Authorization, including the amount, frequency and fulfillment of any purpose of any PAD.
5. I agree that delivery of this Authorization to the Payee constitutes delivery by me to my Financial Institution. I agree that the Payee may deliver this Authorization to the Payee's financial institution and agree to the disclosure of any personal information that may be contained in this Authorization to such financial institution or to others where necessary to carry out the transactions contemplated in this Authorization.
6. The frequency, payment dates and amount of the PAD is set out in the Authorization. The frequency, payment dates and amount of a PAD may be changed in accordance with section 7 below. The Payee may draw additional sporadic PADs (for example, in connection with a prepayment on my mortgage) where so authorized by me. Where a PAD has been dishonoured by the Financial Institution for any reason, the Payee may represent the dishonoured PAD or draw a PAD in place of the dishonoured PAD for the payment.
7. I understand that with respect to:
 - a. fixed amount PADs, if the payment amount is not set out in the Authorization that I shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least ten (10) calendar days before the due date of the first PAD, and such notice shall be received every time there is a change in the amount or payment date(s);
 - b. variable amount PADs, I shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting; however, I waive the right to receive ten (10) calendar days notice as it may not be feasible for the Payee to do so given the time between the change and my next payment date; and
 - c. a PAD plan that provides for the issuance of a PAD in response to my direct action (such as, but not limited to, a telephone instruction) requesting the Payee to issue a PAD for a full or partial payment on account of the mortgage or other debt, the ten (10) day notice period is waived.

8. I may dispute a PAD by providing a signed declaration to my Financial Institution under the following conditions:
- a. the PAD was not drawn in accordance with this Authorization;
 - b. this Authorization was revoked; and
 - c. any notice required by section 7 was not received by me within the time prescribed.

I acknowledge that in order to obtain reimbursement from my Financial Institution for the amount of a disputed PAD, I must sign a declaration to the effect that either (a), (b) or (c) above took place and present it to my Financial Institution up to and including, but not later than, ninety (90) calendar days after the date on which the disputed PAD was posted to the Account. I acknowledge that, after this ninety (90) day period, I shall resolve any dispute regarding a PAD solely with the Payee, and that my Financial Institution shall have no liability to me respecting any such disputed PAD.

9. I certify that all information provided with respect to the Account is accurate and I agree to inform the Payee, in writing, of any change in the Account information provided in this Authorization at least ten (10) business days prior to the next due date of a PAD. In the event of any such change, this Authorization shall continue in respect of any new account to be used for PADs.
10. I warrant and guarantee that all persons whose signatures are required to sign on the Account have signed this Authorization below.
11. I understand and agree to the foregoing terms and conditions.
12. I agree to comply with the rules of the Canadian Payments Association or any other rules or regulations which may affect the services described herein, as may be introduced in the future or are currently in effect and I agree to execute any further documentation which may be prescribed from time to time by the Canadian Payments Association in respect of the services described herein.
13. Applicable to the Province of Quebec only: It is the express wish of the parties that this Authorization and any related documents be drawn up and executed in English. Les parties conviennent que la présente autorisation et tous les documents s'y rattachant soient rédigés et signés en anglais.

Name of Account Holder: _____

Signature: _____ Date _____

Name of Account Holder: _____

Signature: _____ Date _____

Name of Account Holder: _____

Signature: _____ Date _____