

**IN THE MATTER OF
THE FAIR TRADING ACT**

THIS UNDERTAKING is made pursuant to Section 152 of the Fair Trading Act.

BY:

**George Stanley Murphy operating as Proside Renovations,
202, 996 Knottwood Road South
Edmonton, Alberta
in the City of Edmonton, in the Province of Alberta,**

(hereinafter called the "**Supplier**")

TO:

The DIRECTOR OF FAIR TRADING,

(hereinafter called the "**Director**")

WHEREAS:

- (A) The Supplier is not licensed to operate a prepaid contracting business in Alberta.
- (B) The Supplier was previously informed of the pre-paid contracting business licensing requirements on February 06, 2001, and again on March 09, 2001.
- (C) The Supplier entered into a prepaid contract with _____; all are Albertans.
- (D) The Supplier did solicit, negotiate, or conclude a construction, renovation, or maintenance contract and did take a deposit from _____, and _____, at a place other than the Suppliers' normal place of business.
- (E) The Supplier acknowledges that in the ordinary course of his business, while unlicensed, he did enter into a contract with _____, a resident of Alberta. The contract was concluded on or about January 15, 2004, and a deposit of \$1550.00 was requested on January 15, 2004 and accepted by the Supplier on January 16, 2004 from _____ before the work was completed.

- (F) The Supplier acknowledges that in the ordinary course of his business, he did unlawfully enter into a prepaid contract with _____ without complying with the contract requirements as set out in Section 10 of the Prepaid Contracting Business Licensing Regulation being AR 185/99, contrary to Section 162(1) of the Fair Trading Act.
- (G) The Supplier acknowledges that in the ordinary course of his business, while unlicensed, he did enter into a second verbal contract with _____, a resident of Alberta. The contract was concluded on or about January 22, 2004, and a deposit of \$650.00 was requested and accepted by the Supplier on January 22, 2004 before the work was completed
- (H) The Supplier acknowledges that in the ordinary course of his business, he requested and received additional deposits or progress payments from _____ totaling \$400.00 before the work was completed.
- (I) The Supplier acknowledges that in the ordinary course of his business, he did unlawfully enter into a prepaid contract with _____ without complying with the contract requirements as set out in Section 10 of the Prepaid Contracting Business Licensing Regulation being AR 185/99, contrary to Section 162(1) of the Fair Trading Act.
- (J) The Supplier acknowledges that he did unlawfully fail to refund \$2350.00 to _____ within 15 days of her exercising legislated cancellation rights pursuant to section 31(2) of the Fair Trading Act, contrary to section 161 of the Fair Trading Act.
- (K) The Supplier acknowledges that in the ordinary course of his business, while unlicensed, he did enter into a contract with _____, residents of Alberta. The contract was concluded on or about March 30, 2003, and a deposit of \$7000.00 was requested and accepted by the supplier on March 30, 2003 before the work was completed.
- (L) The Supplier acknowledges that in the ordinary course of his business, he requested and received additional deposits or progress payments from _____ totaling \$68,000.00 before the work was completed.
- (M) The Supplier acknowledges that in the ordinary course of his business, he did unlawfully enter into a prepaid contract with _____ without complying with the contract requirements as set out in Section 10 of the Prepaid Contracting Business Licensing Regulation being AR 185/99, contrary to Section 162(1) of the Fair Trading Act.

- (N) The Supplier acknowledges that in the ordinary course of his business, while unlicensed, he did enter into a contract with _____, a resident of Alberta. The contract was concluded on or about May 16, 2005, and a deposit of \$5000.00 was requested and accepted by the Supplier before the work was completed.
- (O) The Supplier acknowledges that in the ordinary course of his business, he did unlawfully enter into a prepaid contract with _____ without complying with the contract requirements as set out in Section 10 of the Prepaid Contracting Business Licensing Regulation being AR 185/99, contrary to Section 162(1) of the Fair Trading Act.
- (P) The Supplier acknowledges that he did unlawfully fail to refund \$5000.00 to _____ within 15 days of her exercising legislated cancellation rights pursuant to section 31(2) of the Fair Trading Act, contrary to section 161 of the Fair Trading Act.
- (Q) The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recitals (D), (E), (F), (G), (H), (I), (J), (K), (L), (M), (N), (O), and (P) hereof constitute breaches of the Fair Trading Act.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

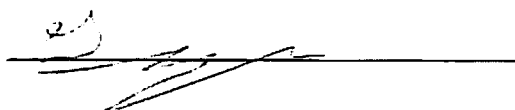
1. The Supplier acknowledges and admits that he has failed to comply with the licensing provisions of the Fair Trading Act and undertakes to the Director that this Supplier will not, at any time hereafter, engage in or allow acts or practices similar to those described in recitals (D), (E), (F), (G), (H), (I), (J), (K), (L), (M), (N), (O), and (P).
2. The Supplier will ensure that in all capacities, either in his name, a trade name, corporation, or a partnership, or in his capacities as an employee, declarants of trade names, directors, shareholders of a corporation or as agents for another, or parents or subsidiaries of another corporation they will not take deposits or progress payments on construction, renovation, or maintenance contracts in Alberta unless licensed as a prepaid contracting business under the Fair Trading Act.
3. The Supplier will not permit any representative, employee, agent, or partner to carry on or engage in the taking of deposits or progress payments on construction, renovation, or maintenance contracts in the Province of Alberta unless they are unless licensed as a prepaid contracting business under the Fair Trading Act

4. The Supplier will, to the best of his ability, ensure that all of its officers, partners, employees, representatives and agents are forthwith acquainted with the requirements of the Fair Trading Act especially as it pertains to prepaid contracting licensing requirements and unfair practices.
5. It is understood that the Supplier has:
 - i) ceased taking deposits or progress payments on construction, renovation, or maintenance contracts from Albertans prior to completing the work;
 - ii) instructed his representatives, employees, or partners not to take deposits or progress payments on construction, renovation, or maintenance contracts from Albertans prior to completing the work;
 - iii) acquainted himself and any of his representatives, employees, or partners regarding the prepaid contracting business licensing requirements and unfair practices outlined in the Fair Trading Act.
6. This Undertaking will be binding upon the Supplier and its successors and assigns unless:
 - (a) terminated by the Director or varied with the consent of the Supplier;
 - (b) varied by an Order of the Judge of the Court of Queen's Bench where the Judge is satisfied that the circumstances warrant varying the provisions of the Undertaking; or
 - (c) terminated by an Order of a Judge of the Court of Queen's Bench where the Judge is satisfied that the act or practice that the Supplier has undertaken to refrain from engaging in was not unfair;however, in any such case, the termination or variance does not invalidate anything done under this Undertaking prior to termination or variance.
7. The Supplier acknowledges that the Director may, upon breach by the Supplier of any term of the Undertaking, institute such proceedings and take such action under the Fair Trading Act as he may consider necessary.
8. The Supplier acknowledges and confirms that on March 30, 2006, and March 31, 2006, restitution payments in the amounts of \$4700.00, and \$300.00 were made to
9. The Supplier will pay restitution to _____ the sum of \$2000.00, which shall be made payable to the Finance Minister of Alberta, in trust, for distribution to the said consumer. Such payment shall be made forthwith at the time of the signing of this Undertaking.

10. The Supplier acknowledges that he was advised by Alberta Government Services, and is aware that he is entitled to seek independent professional advice regarding the signing of this Undertaking, and the Supplier acknowledges that he is entering into this Undertaking voluntarily.


IN WITNESS WHEREOF the Supplier, has on the 01 day of APRIL 1 2006, 2006, caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

GEORGE STANLEY MURPHY



PROSIDE RENOVATIONS

PER:


George Stanley Murphy

ACCEPTED by the Director of Fair Trading this 1ST day of May, 2006.


Mr. George Yates
DIRECTOR OF FAIR TRADING
Province of Alberta

[Handwritten mark]