

IN THE MATTER OF
THE FAIR TRADING ACT

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

BY:

Randall Edward KEEHN operating as The Renovation Store Ltd., Randy
Keehn's Roofing, and City Wide Lawn & Snow Ltd.,
12049 - 127 Street
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 January 31, 2002, December 05, 2002, February 25, 2004, and again on March 24, 2004, all while operating under the names of City Wide Lawn & Snow Ltd., and Randy Keehn's Roofing & Contracting.
- (C) The Supplier acknowledges that in the ordinary course of his business, an employee, representing the supplier operating as The Renovation Store Ltd. was informed of the pre-paid contracting business licensing requirements on March 01, 2005.
- (D) The Supplier entered into a prepaid contract with _____, all are Albertans.

- (E) The Supplier did solicit, negotiate, or conclude a construction, renovation, or maintenance contract and did take a deposit from [redacted] at a place other than the Suppliers' normal place of business.
- (F) The Supplier acknowledges that in the ordinary course of his business, while unlicensed, he did enter into a contract with [redacted], a resident of Alberta. The contract was concluded on or about July 13, 2006, and a deposit was requested. The Supplier accepted a deposit in the amount of \$3157.12, on July 13, 2006 from [redacted] before the work was completed.
- (G) The Supplier acknowledges that in the ordinary course of his business, he did unlawfully enter into a prepaid contract with [redacted] 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.
- (H) The Supplier acknowledges that in the ordinary course of his business, while unlicensed, he did enter into a contract with [redacted] a resident of Alberta. The contract was concluded on or about September 13, 2005, and a deposit of \$3500.00 was requested and accepted by the supplier on September 13, 2005, 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 [redacted] 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 in the ordinary course of his business, while unlicensed, an employee representing The Renovation Store Ltd., did enter into a contract with [redacted], a resident of Alberta. The contract was concluded on or about May 01, 2006, and a deposit of \$2500.00 was requested and accepted by the Supplier on May 01, 2006, before the work was completed.
- (K) The Supplier acknowledges that in the ordinary course of his business, he did unlawfully enter into a prepaid contract with [redacted] 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.

- (L) The Supplier acknowledges that in the ordinary course of his business, while unlicensed, an employee representing The Renovation Store Ltd., Randy Keehn's Roofing, and City Wide Lawn and Snow Ltd., did enter into a contract with _____, a resident of Alberta. The contract was concluded on or about July 07, 2005, and a deposit of \$2000.00 was requested, and accepted on July 07, 2005 from _____ 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 Director asserts that he has reason to believe that the acts or practices of the Supplier described in recitals (E), (F), (G), (H), (I), (J), (K), (L), and (M) hereof constitute breaches of the Fair Trading Act.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

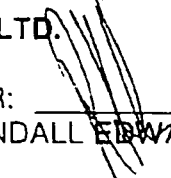
1. The Supplier acknowledges and admits that he has failed to comply with the licensing and referred provisions of the Fair Trading Act and undertakes to the Director that this Supplier will not, at any time hereafter, engage in or allow acts or practices similar to those described in recitals (E), (F), (G), (H), (I), (J), (K), (L), and (M).
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 licensed as a prepaid contracting business under the Fair Trading Act

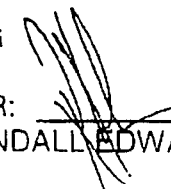
4. The Supplier will, to the best of his ability, ensure that all of its officers, partners, employees, representatives and agents are forthwith acquainted with the requirements of the Fair Trading Act especially as it pertains to prepaid contracting licensing requirements and unfair practices.
5. It 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) commenced action to apply and obtain a subsisting pre-paid contracting business license;
 - iii) 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;
 - iv) 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 will pay to the Director, for deposit with the Provincial Finance Minister of Alberta, the sum of Five Hundred (\$500.00) Dollars, which represents a portion of the costs of this investigation in this matter to the date of this Undertaking. Such payment shall be made forthwith at the time of the signing of this Undertaking.

9. The Supplier acknowledges that he was advised by Service Alberta, 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 5 day of Feb, 2007, caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.


RANDALL EDWARD KEEHN 

THE RENOVATION STORE LTD.
PER: 
RANDALL EDWARD KEEHN

RANDY KEEHN'S ROOFING
PER: 
RANDALL EDWARD KEEHN

CITY WIDE LAWN & SNOW LTD.
PER: 
RANDALL EDWARD KEEHN

ACCEPTED by the Director of Fair Trading this 4 day of March, 2007.


Mr. Scott Hood
DIRECTOR OF FAIR TRADING (as delegated)
Province of Alberta