

VSIB/INSTALLATION FACILITY TERMS & CONDITIONS AGREEMENT



AGREEMENT BETWEEN.

VEHICLE SECURITY INSTALLATION BUREAU (VSIB)
65, 4620 Manilla Road, S.E.,
Calgary, Alberta, T2G 4B7

(hereinafter referred to as **VSIB**)

And

(Include full legal business name, owner name, address and telephone number)

Principal Place of Business (if different from above):

(Name of principal contact and telephone number)

(hereinafter referred to as the **“Applicant”**)

Note: If multiple places of businesses are to be registered by a parent company, then prepare one agreement per place of business and submit, along with Annual Installation Facility Registration Fee (s) applicable, per place of business.

FOR AN “INSTALLATION FACILITY”

Subject to the Terms and Conditions hereof VSIB hereby appoints the Applicant as an “Installation Facility” for a renewable term of 12 (Twelve) months commencing on the _____ day of _____, _____ and ending on the _____ day of _____, _____ . This Appointment will automatically renew for further 12 (twelve) month terms unless either party gives the other 30 (Thirty) days written notice of their intention not to renew prior to the end of the then Term or unless the Agreement has been earlier terminated by VSIB for the Applicants failure to comply with the Terms and Conditions hereof.



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The Applicant hereby accepts and agrees to be bound by the Terms and Conditions following for the Appointment as an “Installation Facility” by VSIB:

1. The VSIB administers the Installation of Electronic Immobilizers that are certified and approved to the Canadian Standard for Automobile Theft Deterrent Equipment and Systems: Electronic Immobilization; (CAN/ULC- S.338 or most current), otherwise known as the “Immobilizer Standard”, for the benefit of the Canadian consumer and insurers.
2. The Insurance Bureau of Canada (IBC) maintains and publishes a list of After Market Immobilizers, meeting the above Immobilizer Standard.
3. Since competent installation of aftermarket Immobilizers is essential to avoiding compromising safety in vehicles where aftermarket Immobilizers are installed, as well as ensuring maximum security of such Immobilizers, the VSIB has adopted the Canadian Standard for Installation of Automobile Theft Deterrent Equipment and Systems (CAN/ULC ORD S.275.1 or most current), otherwise known as the Installation Standard, and have detailed these requirements in a VSIB Installation Expectations Manual to ensure that installers of auto security Immobilizers and all “Installation Facilities” comply with the accepted practices as set out therein.
4. This Agreement applies only to those Immobilizers the Installation Facility installs that are recognized by the IBC from time to time as meeting the Immobilizer Standard (Item 2, above).
5. As a condition of VSIB’s appointment, the Installation Facility shall:

- a. Comply with the provisions of both ULC-ORD-C275.1, VSIB Installation Expectations Manual and the applicable provisions of CAN/ULC-S.388, and any amendments to either thereof, for the Installation of all Aftermarket Automobile Theft Deterrent Immobilizers;
- b. At all times have one or more “VSIB Master Installers” on their payroll in accordance with ULC-ORD-C275.1 or most current.

For purposes of this Agreement a “ VSIB Master Installer” is a “Qualified Installer” (as defined in ULC-ORD-C275.1 or most current) who has also successfully completed the VSIB approved Installation Course , conducted by a VSIB qualified Trainer, and holds a valid VSIB “Certificate”;

- c. Pay the annual Registration Fees to VSIB on or before the renewal date and as may be applicable for the registration of additional Qualified Installers during the term, and/or any renewals, hereof
- d. Accurately record for each vehicle the Vehicle Identification Number (VIN), the Immobilizer installed and the VSIB window decal serial number, along with other required information on the Individual Installation Registration Form;
- e. Promptly (by Fax or Mail) return all Individual Installation Registration Forms to VSIB;
- f. Recognize that the Immobilizers are Security Products (a “stealth” installation) and make every possible effort to conceal those components of the Immobilizer intended for concealment and keep confidential all installation data, procedures and practices to minimize any possibility of system compromise;
- g. Maintain strict control of, and account for, the VSIB Individual Installation Registration Forms and Window Decals, as supplied by the VSIB.
- h. Promptly return to the VSIB any unused Installation Registration Forms and Window Decals on request;
- i. Only attach the Window Decals to those vehicles on which Compliant Immobilizers have been installed and which will be, or have been, registered with the VSIB (item 5.a, above);
- j. Replace the VSIB Decals when ever;
 - i. a product has been replaced
 - ii. a facility makes changes to another facility’s installation harness and/or
 - iii. replaces an antenna

These changes must be submitted promptly to the VSIB using the VSIB Repair Form;

- k. Not use the VSIB supplied Window Decals for any other purpose, including attaching to vehicles that do not have an approved Canadian Standard Immobilizer installed;
- l. Obtain written consent of the vehicle owner if a Compliant “Immobilizer” is by-passed for any reason whatsoever and immediately advise VSIB, utilizing the registration form of any and all such occurrences (Note: Compliant Immobilizers are frequently by-passed for the installation of Remote Starters and only VSIB approved by-pass methods should be used);
- m. Maintain at least a minimum inventory of installation equipment, tools and materials and vehicle wiring information as specified in the Installation Standard;
- n. Ensure that only VSIB Certified Master Installers, or VSIB Certified Apprentice Installers, perform the Installations and that only VSIB certified installers should be present or working on the vehicle during this Stealth install;

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- o. Ensure only VSIB Certified Master Installers who have completed or supervised a VSIB Certified Apprentice installer shall sign (together with Apprentice, if applicable) the Individual Installation Registration Form;
 - p. Follow the manufacturer's instructions for the installation of each Compliant Immobilizer;
 - q. Conduct a criminal background check with the applicable Law Enforcement Authorities of all candidates for Certified Master and/or Apprentice Installers classification in accordance with the provisions of ULC/ORD-C275.1 (or most current). These criminal background checks must be submitted to the VSIB bi-annually or when requested by VSIB. Only those candidates receiving a clear check will be recognized as either Certified or Apprentice Installers;
 - r. Supply the VSIB with the names of all VSIB Master and/or Apprentice Installers, and either a "Certified True" or the original copies of all required criminal background reports;
 - s. Submit to periodic inspections or audits by the VSIB, and/or its authorized representatives such as IQCG;
 - t. Shall provide, where authorized, a Mobile Service in accordance with the conditions and practices as set out in Appendix 'A' of this agreement.
 - u. Agree that the VSIB may terminate this Appointment for cause at any time. The reasons for termination include, but are not limited to:
 - i. Failure to adhere to the Terms and Conditions of this Agreement;
 - ii. Failure to have at least one VSIB Master Installer on their payroll;
 - iii. Poor quality installations; and
 - iv. Failure to pay the annual registration fee;
 - v. In the event of the termination of this Appointment, agree:
 - i. That the VSIB is not required to refund any prepaid Registration fees;
 - ii. That the Installation Certification privileges will be suspended in accordance with the provisions of this agreement from the date of notification; and
 - iii. To immediately cease all claims and advertising that would lead a consumer to believe it is a VSIB approved Installation Facility.
 - w. Agree and accept that the VSIB and its representatives shall not be held liable for any losses arising from a decision to refuse the renewal of an Appointment of an Installation Facility under this program or from the Facility's subsequent termination for any reason whatsoever;
 - x. Indemnify the VSIB against any and all claims and demands, and any and all loss, liability, cost, and expense, including without limitation, legal fees, which may be made against or incurred by the VSIB as a result of the failure of an installed Compliant Immobilizer to perform;
 - y. Maintain Liability Insurance of an amount of not less than \$1,000,000 (One million dollars) for "Products and Completed Operations", at all times. Proof of such Liability Insurance is to be attached to this Agreement and proof of continuation shall be submitted annually at the time of renewal hereof;
 - z. Promptly notify the VSIB, in writing, of any significant changes in its business, including, but not limited to:
 - i. Additions or Losses of Master or Apprentice Installers
 - ii. Change of ownership; and
 - iii. Change of address, etc.;
 - aa. Agree to the resolution of any disputes arising hereunder by Binding Single Party Arbitration conducted in accordance with the provisions of the Arbitration Act or equivalent, as may from time to time be amended, of the applicable jurisdiction.
6. This agreement may be modified and/or amended from time to time with written notice of the amendment by the VSIB at the applicant's last known address. After notification, the applicant shall be deemed to have agreed to abide by the amendments by continuing registrations under the program.

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ACCEPTED THIS _____ DAY OF _____, _____ IN THE CITY OF

_____ IN THE PROVINCE OF _____

BY: _____

COMPANY NAME

Per: _____
Signature

Witness' Signature

Print Name

Print Name

Title

When this agreement has been completed and signed, please mail it with all other documentation to the VSIB Administration Office

APPENDIX 'A'

VSIB Mobile Installations;

These requirements are a set of practices for the mobile installation/repair of aftermarket automobile theft deterrent devices, hereinafter referred to as Canadian Standard Compliant Electronic Immobilizers ("CSCEI"). These practices are in place to ensure that "Safe and Effective" mobile installations are completed in accordance with the VSIB Terms and Conditions signed by an authorized VSIB Certified facility.

Conditions for Mobile Service;

- i Requires that an active VSIB Certified facility with a fixed address register with the VSIB for authorization to provide a mobile service.
- ii The Certified Installation Facility being granted mobile service status from the VSIB must be participating in daily installs and have the ability to offer warranty and service work on the CSCEIs should the need arise.
- iii Only VSIB certified Master Installers may perform a mobile service. It is recommended that the facility use a Master installer who is a Licensed Mechanic with diagnostic capabilities
- iv This service is to be supplied to registered VSIB Satellite Installation facilities, **only**.
- v When a Mobile Facility is re-validating an immobilizer through onsite inspection or making repairs the vehicle in question must be re-decaled and a VSIB Repair Form completed and promptly submitted to the VSIB.
- vi Recognize that the Immobilizers are Security Products (a "stealth" installation) and make sure that every possible effort is made to conceal those components of the Immobilizer intended for concealment and keep confidential all installation data, procedures and practices to minimize any possibility of system compromise. Ensure that **only** VSIB Certified personnel are in the proximity of the immobilizer repair or install.
- vii The Satellite Installation facility shall at all times, provide a visually secure climate controlled environment for the installation of VSIB approved immobilizers.
- viii In the event these conditions can not be met the vehicle must be towed to a VSIB certified installation facility.
- ix The VSIB approved Mobile Service endorses three types of service;
 - a. Mobile Installation; this service provides for first time installation and/or major service of the system, such as repair to the harness and/or removal of the existing system and re-installation. (*Note: All vehicles subject to repairs must be re-decaled, and then documented using the VSIB Repair Registration Form*).
 - b. Mobile Repair; the CSCEI is subject to damage incurred during a theft attempt, such as a minor repair or antenna replacement. (*Note: All vehicles subject to repairs must be re-decaled, and then documented using the VSIB Repair Registration Form*).
 - c. Mobile Customer Assistance; All certified facilities should provide road side assistance for their customer but should this assistance be performed by another VSIB certified

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facility due to emergency situations and the repair is deemed an installation problem then the originating facility will be billed for any repairs made at the current MPI Auto Pact hourly rates.

- x. Should the VSIB Master Installer come across a vehicle with a poor quality installation they must contact VSIB to have the vehicle inspected before any work or repairs are carried out.
- xi. Should the VSIB Master Installer find that other electrical faults are present in the vehicle and these faults would effect the correct performance of the CSCEI then he should advise the owner that he can not proceed with the installation/repair until the other electrical faults have been rectified and therefore the vehicle should be taken to an Auto Repair facility to rectify the electrical problems.