

Tire Stewardship B.C. Program
REGISTRATION APPLICATION

Revised: Feb 15 2010

SECTION I				
Type of business (please tick all applicable)		Tire dealer <input type="checkbox"/>	Auto, Truck, Trailer, Farm & Industrial Equipment Dealer (incl. leasing) <input type="checkbox"/>	
Motorcycle / ATV Dealer <input type="checkbox"/>	Auto Service Centre <input type="checkbox"/>	Trailer Manufacturer <input type="checkbox"/>	RV dealer <input type="checkbox"/>	
Other (describe) <input type="checkbox"/>				
Scrap Tire Generator Only? e.g. auto dismantlers <input type="checkbox"/> Please complete Section I, II & III only				
SECTION II				
Applicant (Legal business name)				
Operating as (if different from legal name)			Franchise name (if applicable)	
Location address				
City	Province	Postal code	Phone No. ()	Fax No. ()
Business Start Date:		Date starting selling new tires or products with new tires:		
SECTION III				
Primary Contact	Position	Email address	Phone No. ()	
Mailing address (if different from above)				
City	Province	Postal code	Phone No. ()	Fax No. ()
SECTION IV				
The applicant hereby acknowledges reading and understanding the “Terms and Conditions of Registration with TSBC” set out on the reverse of this form, and agrees to be bound by them:				
Authorized signature		Print name	Date	
For TSBC office use only				
<i>Date received</i>		<i>Registration No.</i>	<i>Confirmation Mailed</i>	

TERMS AND CONDITIONS OF REGISTRATION WITH TSBC

Under the Recycling Regulations of the *BC Environmental Management Act* it is necessary for producers, including all retailers who sell or offer for sale the tires described in the Recycling Regulation to consumers within BC to participate in a tire product stewardship program approved by the Ministry of Environment. The Tire Stewardship B.C. Association (TSBC) is a not-for-profit association formed as a stewardship agency to represent the tire retailers of British Columbia. TSBC has had its tire product stewardship program (the Plan), approved by the Ministry of Environment in accordance with the *Recycling Regulation*.

The Applicant wishes to participate in the Plan, and accordingly agrees to be registered with TSBC and to abide by and comply with the following terms and conditions:

1. Applicant agrees to remit advance disposal fees (ADFs) as hereinafter set out.

- a) An advance disposal fee (ADF) is payable by the Applicant to TSBC at rates set out in Schedule A in accordance with these Terms and Conditions.
- b) The Applicant acknowledges that the ADF may be changed from time to time in the absolute discretion of TSBC, provided that the Applicant shall receive 90 days notice before such change takes effect.
- c) The ADF is payable to TSBC at the time of sale to any consumer who is not the holder of a TSBC certificate of registration (Certificate of Registration).
- d) The Applicant will **remit the prescribed ADF to TSBC** or any person as may from time to time be designated by TSBC and authorized to collect the ADF on behalf of TSBC (the Nominee).

2. Applicant holds the ADF in trust for TSBC and is to make payments as required.

The Applicant acknowledges and agrees that all ADFs are held in trust for TSBC.

The Applicant acknowledges and agrees to complete and file with TSBC or the Nominee an ADF remittance return (the Return) for each calendar month summarizing all sales and the ADF payable thereon by the 15th day following the end of each month. The Applicant will remit the required ADF to TSBC with the Return.

3. Applicant agrees to maintain and keep records of tire transactions as hereinafter set out:

- a) a record of all new tires sold, leased or supplied by it during the term of this Agreement in such form and fashion as to allow for a confirmation of the monies paid or due and payable by the Applicant to TSBC under the Terms and Conditions of this agreement and the date when such payments were in fact due (the Records)
- b) to allow TSBC to access and inspect all Records

4. Interest is payable on overdue amounts.

The Applicant hereby agrees to pay TSBC interest on any late payment of the ADF at the rate set out in Schedule A attached hereto as may be amended from time to time.

5. Assessments may be imposed.

The Applicant acknowledges and agrees that where the Applicant fails to remit ADFs in any Reporting Period, TSBC may assess the ADF due and payable by the Applicant based on reasonable estimate (the Assessment).. The Assessment and any interest calculated thereon are due and payable at the time the Applicant receives notice of the Assessment. For the purpose of notices and Assessments, unless otherwise notified, the mailing address provided by the Applicant on the front side of this Registration Application will be the address to which TSBC shall send all notices to the Applicant. Delivery is deemed to have taken place two days after mailing

6. Applicant is bound by applicable TSBC program policies and procedures.

The Applicant acknowledges TSBC's authority to establish program policies and procedures (the Rules) for the administration and enforcement of the Plan, and agrees to be bound by all Rules made by TSBC.

7. TSBC may cancel or suspend registration.

The Applicant acknowledges and agrees that TSBC may cancel or suspend the registration of the Applicant if the Applicant;

- a) Does not comply with the Plan or the Rules;
- b) Fails to keep the required Records; or,
- c) Fails to remit ADFs when due and owing.

The Applicant agrees to surrender its TSBC Certificate of Registration to TSBC if the Applicant's registration is cancelled or suspended. TSBC will notify the Ministry of Environment of all cancelled or suspended registrations.

8. Term of Agreement.

This Agreement is in force for so long as the Plan is in force