

RETAILER REGISTRATION APPLICATION

- First time registrant** **Renewal Application** **SSTC # _____**
- Multiple Locations** - If this application is for more than one location please attach a list of locations complete with address and contact information.

Registered Business Name	
Trade/Operating Name	
Mailing Address (Corporate, Head Office or Primary location) Phone: Fax: Email:	
Address of Business or Branch location: (if different from mailing address) Phone: Fax: Email:	
Proprietor/ Owner (Name & Title)	
Branch Manager: (if different than owner) Accounting Contact:	
Business GST Number:	
Is reporting handled by Head Office or by Branch location? _____	
Wholesaler: (list business name and location of suppliers of tires if applicable)	
Date Business Opened	

The applicant hereby applies for registration with the Saskatchewan Scrap Tire Corporation and states that the information provided above is true. By signing this agreement, the applicant understands the obligations of this registration under the Saskatchewan Scrap Tire Corporation management program.

DATED THE _____ DAY OF _____, IN THE YEAR _____

Authorized Signature	Title
Name (printed)	

SSTC USE ONLY	SSTC# Issued	Date Received	Renewal Date	Search Comp.	Authorized By:	Processed:
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SASKATCHEWAN SCRAP TIRE CORPORATION

RETAILER AGREEMENT

Retailer: _____
(Corporate name and/or Business Name)

and _____
(partnership/sole proprietor)

Address: _____

The Environmental Management and Protection Act, S.S. 2002 c.E-10.2 (“the Act”) and the Regulations to that Act c.E-10.2 Reg (“the Regulations”) requires that:

- “... No retailer shall sell, distribute, offer for sale or supply by lease or rental, either directly or indirectly, tires in Saskatchewan unless the retailer:
- (a) operates a product management program approved by the minister; or
 - (b) enters into an agreement with a person who operates on the retailer’s behalf a product management program approved by the minister.”

The Saskatchewan Scrap Tire Corporation (“SSTC”) is a not-for-profit corporation, duly registered and licensed to carry on business under the provisions of The Non-Profit Corporations Act, 1995 S.S. 1995 c.N-4.2, as amended;

SSTC operates a product management program as contemplated by and approved under the Act and its Regulations, by the Minister of the Environment (“the Minister”);

The above described is a retailer (“the Retailer”) within the meaning of the Act and the Regulations, and wishes to enter into an agreement with SSTC whereby the said SSTC would operate on the Retailer’s behalf a product management program approved by the Minister (all as hereinbefore described);

NOW THEREFORE in consideration of good and valuable consideration received by each from the other, (the receipt and sufficiency of which is hereby acknowledged), this Agreement witnesseth as follows:

SSTC

1. SSTC will operate a product management program on behalf of the Retailer, as contemplated by and in compliance with the Regulations.

Tire Recycling Fee

2. SSTC will establish a fee payable by the Retailer from time to time (in such amount and upon such terms as it may in its absolute discretion determine) for the goods and services including the said Product Management Program provided to the Retailer, which fee (and the date due for payment) will be as set out in a Tire Recycling Fee Schedule (the "TRF Schedule") provided to the Retailer and effective from the date described therein.

Retailer

3. The Retailer will keep a record of all new tires sold, leased or supplied by it during the term of this Agreement.
4. The Retailer will recover from each retail customer (or will pay from and on its own account) an amount equivalent to the said Tire Recycling Fee for each new tire sold, leased or supplied as set out on the said Schedule, and will hold the same in Trust for and on behalf of SSTC.
5. In the event that the Retailer is selling, leasing or supplying new tires to another Retailer or any other third party who is concurrently a party to the same or similar product management program operated by SSTC (as this Agreement), or is selling, leasing or supplying new tires to parties outside of the Province of Saskatchewan, then the Retailer shall record that sale, lease or supply as such, and shall report, but is not otherwise required to remit the applicable Tire Recycling Fee to SSTC.
6. On a monthly basis (or for such longer or shorter period of time as SSTC specifically and additionally approves from time to time), the Retailer shall remit the said trust monies (being the said Tire Recycling Fee and applicable interest if any as hereinafter described) to SSTC.
7. In the absence of any agreement to the contrary, all remittances are due and payable on the last day of each and every calendar month during the term hereof (and shall be paid to SSTC and no other).
8. Remittances may be made by cheque, bank draft, electronically or otherwise as the parties may agree.

9. If the said remittance for any given period is paid to SSTC by the Retailer on or before the 20th day of the month following the date due for payment, then the Retailer may deduct from that said remittance an amount equal to 2%, as its fee for the collection of the Tire Recycling Fee on behalf of SSTC.
10. The said remittances (unless otherwise provided herein) shall not be subject to any other deduction by the Retailer.
11. The Retailer agrees to include in its invoices to its customers, such information to those customers regarding the said Tire Recycling Fee as SSTC may reasonably require.

Interest

12. In the event that monies due to SSTC are not paid on or before the date due as herein provided, then the Retailer shall pay interest at the rate of 18% per annum on that amount up and until paid in full.

Audit

13. The Retailer agrees to allow SSTC to access, review and audit all of its records as to all new tires sold, leased or otherwise supplied in such form and fashion as to allow for a confirmation of the monies paid or due and payable by the Retailer to SSTC under this Agreement and the date when such payments were in fact due.
14. Upon reasonable demand, the Retailer shall provide such further information as may be required by SSTC (through its auditor duly appointed for this purpose) to conduct the review of accounts as herein contemplated.
15. If, upon audit, it is determined that the Retailer owes monies to SSTC , then the Retailer shall within 30 days pay to SSTC those monies, together with applicable interest thereon as hereinbefore provided for in paragraph 12.
16. If, upon audit, it is determined that the Retailer owes monies to SSTC, and if either the said monies and applicable interest thereon (or both) are not paid in full within 30 days, or terms for payment of the same are not entered into (satisfactory to the parties) then SSTC may thereafter assess and give notice to the Retailer and in such event the Retailer shall then be liable to pay:
 - a) an additional amount on account of administrative charges equivalent to 1% of the outstanding monies (the said unpaid fees and interest) per day until paid in full or until terms for payment of the same are entered into (satisfactory to the parties) up to an amount not to exceed 20% of the said outstanding monies;
 - b) the costs or any portion thereof of the said audit as incurred by SSTC, as SSTC may so elect.

17. If, upon audit, it is determined that the Retailer has over-remitted monies to SSTC, then SSTC shall forthwith pay that over payment to the Retailer.

Default

18. In the event of default by the Retailer in any of the foregoing terms, then at the option of SSTC, this Agreement may be terminated forthwith without further notice, and any monies due and payable, costs of audit and interest (all as hereinbefore contemplated) shall forthwith become due and payable.
19. Upon termination, SSTC shall advise the Minister of Environment that the Retailer is no longer operating under the SSTC Product Management Program.

Confidential

20. SSTC agrees to keep confidential any and all information delivered up to it, or provided to it from time to time in compliance with this Agreement saving:
- (a) The disclosure to the Minister of the Environment of the status of any Retailer in complying with the said Regulations; and
 - (b) SSTC will disclose and confirm to any other Retailer under the same or similar Product Management Program (upon reasonable request), whether another Retailer is a party to a Retailer Agreement and in this fashion, allow Retailers to sell, lease or supply new tires between each without incurring the said Tire Recycling Fee.

Amendment of Tire Recycling Fee

21. SSTC may amend the Tire Recycling Fee Schedule from time to time to take effect upon 90 days notice to the Retailer, after which date the new fee or fees (and any interest) payable on the sale, lease or supply of new tires will be calculated upon the “new” Tire Recycling Fee Schedule.

Notice

22. Any notice required to be given to either party, under the terms of this Agreement, may be given either by ordinary registered mail or by fax (or by both), addressed to the following:

SSTC
P. O. Box 1936
Regina, Saskatchewan
S4P 3E1

Retailer: at the address hereinbefore described.

and shall be effective on the day received by the party to whom the Notice is given.

23. In the absence of proof of the date of receipt, the Notice shall be deemed to have been received three business days following the date when the said Notice was mailed or faxed, as the case may be.

Termination

24. This Agreement may be terminated by either of the parties, in addition to termination on account of an act of default, upon the giving of a 90 day notice, after which date any monies due and payable by the Retailer as herein provided for shall be forthwith payable.

Term of this Agreement

25. This Agreement shall be in effect for a term of three years from the date hereof, unless it is terminated by either of the parties as herein provided, or the parties otherwise mutually agree.

26. Upon its termination, and upon payment of any monies due and payable to SSTC by the Retailer, this Agreement shall have no further force and effect.

27. This Agreement may be amended from time to time as provided for in this Agreement or, upon the mutual consent of the parties, in writing.

Signature

DATED this _____ day of _____, 2_____.

RETAILER:

Corporate and/or Business Name: _____

Signing Officer (Authorized Signature): _____
(Print Name)

(seal)

Per: _____
Signing Officer Signature

Per: _____
Signing Office Signature

SASKATCHEWAN SCRAP TIRE CORPORATION :

(seal)

Per: _____

Per: _____