

**REGISTRATION APPLICATION**

SECTION I				
<b>Type of business (please tick all applicable)</b>		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"/>				
<b>Scrap Tire Generator Only?</b> e.g. auto dismantlers <input type="checkbox"/> Please complete Section I, II & III only				
SECTION II				
<b>Applicant</b> (Legal business name)				
Operating as (if different from legal name)			Franchise name (if applicable)	
Location address				
City	Province	Postal code	Phone No. ( )	Fax No. ( )
SECTION III				
<b>Primary Contact</b>	Position	Email address	Phone No. ( )	
<b>Mailing address</b> (if different from above)				
City	Province	Postal code	Phone No. ( )	Fax No. ( )
SECTION IV				
<b>The applicant hereby acknowledges reading and understanding the “Terms and Conditions of Registration with TSM” set out on the reverse of this form, and agrees to be bound by them:</b>				
Authorized signature		Print name	Date	
<b>For TSM office use only</b>				
<i>Date received</i>		<i>Registration No.</i>	<i>Confirmation Mailed</i>	

## TERMS AND CONDITIONS OF REGISTRATION WITH TSM

Under The Tire Stewardship Regulation 2006 of the *Waste Reduction and Prevention Act*, it is necessary for producers, including all retailers who sell or offer for sale the tires described in the Recycling Regulation to consumers in Manitoba, to participate in a tire product stewardship program approved by Manitoba Conservation. Tire Stewardship Manitoba (TSM) is a not-for-profit association formed as a stewardship agency to represent the tire retailers of Manitoba. TSM has had its tire product stewardship program (the Plan), approved by Manitoba Conservation in accordance with *The Tire Stewardship Regulation 2006*.

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

### 1. Applicant agrees to remit a Steward-Fee as hereinafter set out.

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

### 2. Applicant holds the Steward-Fee in trust for TSM and is to make payments as required.

The Applicant acknowledges and agrees that all Steward-Fees are held in trust for TSM.

The Applicant acknowledges and agrees to complete and file with TSM or the Nominee a Steward-Fee remittance return (the Return) for each calendar month summarizing all sales and the Steward-Fee payable thereon by the **25<sup>th</sup> day following the end of each month**. The Applicant will remit the required Steward-Fee to TSM 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 TSM under the Terms and Conditions of this agreement and the date when such payments were in fact due (the Records)
- b) to allow TSM to access and inspect all Records

### 4. Interest is payable on overdue amounts.

The Applicant hereby agrees to pay TSM interest on any late payment of the Steward-Fee 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 Steward-Fees in any Reporting Period, TSM may assess the Steward-Fee 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 TSM shall send all notices to the Applicant. Delivery is deemed to have taken place two days after mailing

### 6. Applicant is bound by applicable TSM program policies and procedures.

The Applicant acknowledges TSM'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 TSM.

### 7. TSM may cancel or suspend registration.

The Applicant acknowledges and agrees that TSM 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 Steward-Fees when due and owing.

The Applicant agrees to surrender its TSM Certificate of Registration to TSM if the Applicant's registration is cancelled or suspended. TSM will notify Manitoba Conservation of all cancelled or suspended registrations.

### 8. Term of Agreement.

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

### Please mail the completed registration application to:

Tire Stewardship Manitoba, 1791 Dublin Avenue, Unit B, Winnipeg MB R3H 1A9 or fax it back to us @ (204) 668-9704.