



Paint Supplier Registration Application

Supplier Information

APPLICANT (LEGAL BUSINESS NAME)					
Operating As (if different from Business Name)			Franchise Name (if applicable)		
Physical Address:					
City/Town	Province	Country	Postal Code	Phone Number	Fax Number
Mailing Address:					
City/Town	Province	Country	Postal Code	Phone Number	Fax Number
President / Manager			Company Website Address (URL)		
Accounting Contact			Accounting Email Address		
Product Detail:		Sale or Supply in or into Alberta? (y/n)	Date of first sale/supply if later than April 1, 2008 ²	Approx # of product sold per year (including internet / catalog sales)	
Unpressurized Paint Containers (100ml to 250ml)					
Unpressurized Paint Containers (251ml to 1L)					
Unpressurized Paint Containers (1.01L to 5L)					
Unpressurized Paint Containers (5.01L to 23L)					
Aerosol Paint Containers (All Sizes)					
Business Start Date			Location of Customers (check all that apply): <input type="checkbox"/> In Alberta <input type="checkbox"/> Outside Alberta		
Primary Line of Business: Please check the single box below that best describes your primary line of business. <input type="checkbox"/> Retailer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Manufacturer <input type="checkbox"/> Distributor <input type="checkbox"/> Catalog Seller <input type="checkbox"/> Internet Seller <input type="checkbox"/> Importer <input type="checkbox"/> Courier/Transporter/Carrier/Mail Service (in or into Alberta) <input type="checkbox"/> Other: _____					
Secondary Lines of Business: Please check all boxes below that describe your secondary lines of business. <input type="checkbox"/> Retailer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Manufacturer <input type="checkbox"/> Distributor <input type="checkbox"/> Catalog Seller <input type="checkbox"/> Internet Seller <input type="checkbox"/> Importer <input type="checkbox"/> Courier/Transporter/Carrier/Mail Service (in or into Alberta) <input type="checkbox"/> Other: _____					

¹ For more information, please visit our web site www.albertarecycling.ca.

² If supplier began supplying eligible product prior to April 1, 2008 simply write April 1, 2008 in the space provided.



In consideration of Paint Recycling, a division of Alberta Recycling Management Authority ("Alberta Recycling") registering the applicant identified on the front side of this Registration Application (hereinafter, the "Supplier") as a supplier under the Designated Material Recycling and Management Regulation (Alta. Reg. 94/2004) (the "Regulation") and in consideration of the Supplier's agreement to carry out its duties set out in the *Environmental Protection and Enhancement Act* (the "Act"), any regulations made under the Act and bylaws made by Alberta Recycling pursuant to the Regulation (the "Bylaws"), and in consideration of the covenants contained herein and other good and valuable consideration, the Supplier hereby acknowledges and agrees as follows:

- 1 The Supplier represents and warrants that all information provided to Alberta Recycling in this application, and in all documents required by virtue of the Supplier's registration with Alberta Recycling, or by virtue of the requirements of law, are true and accurate;
- 2 The Supplier agrees to indemnify and hold Alberta Recycling, its employees and agents, harmless for all costs, expenses claims, demands and actions that may arise as a result of any untrue or inaccurate statement or information provided by the Supplier;
- 3 Alberta Recycling has authority to make bylaws, policies and procedures and the Supplier agrees to be bound by any bylaws, policies and procedures applicable to it and made by Alberta Recycling;
- 4 For all supplies of eligible paint products for which Alberta Recycling has prescribed an Advance Disposal Surcharge, the Supplier shall remit the prescribed Advance Disposal Surcharge to Alberta Recycling or to the person designated by Alberta Recycling unless the supply is of a kind that is exempt in the Bylaws. The Supplier shall account to Alberta Recycling and its agents, all Advance Disposal Surcharges that must be remitted, and shall remit the Advance Disposal Surcharges to Alberta Recycling, or the agent designated by Alberta Recycling, in the form and manner and at the times required;
- 5 All Advance Disposal Surcharges that the Supplier is obligated to remit are held in trust for Alberta Recycling;
- 6 The Supplier shall complete and file with Alberta Recycling or its agent a return in respect of a reporting period not later than 30 days after the end of the reporting period, and shall remit to Alberta Recycling or to the person designated by Alberta Recycling with the return all Advance Disposal Surcharges owing with respect to the supplies of paint made by the Supplier in or into Alberta during the reporting period. The reporting period, unless Alberta Recycling otherwise directs, is a calendar month;
- 7 Any registration granted, or any payment made by or to Alberta Recycling or its agent, where there has been false or misleading information provided by the Supplier shall be considered to have been granted or paid in mistake. Any such registration is void and any such payment is held in trust by the Supplier for the sole and exclusive benefit of Alberta Recycling. Such payments shall be made forthwith to Alberta Recycling or to the person designated by Alberta Recycling upon the discovery of the error;
- 8 Alberta Recycling has the right to withhold any registration or application until sufficient verification or information has been provided by the Supplier in relation to any matter reasonably requested to be verified by Alberta Recycling;
- 9 To secure payment and performance of all obligations of the Supplier to Alberta Recycling, the Supplier hereby grants to Alberta Recycling a security interest in all of the Supplier's present and after acquired personal property of whatever description or kind and all proceeds thereof;
- 10 All outstanding Advance Disposal Surcharges and any interest owing in respect of it are recoverable by Alberta Recycling in an action in debt;
- 11 The Supplier shall:
 - a) keep records that may relate to or support the Supplier's transactions in paint and make them available for inspection by Alberta Recycling at all reasonable times; and
 - b) provide to Alberta Recycling upon request all such information that may relate to or support the Supplier's transaction in paint;
- 12 Alberta Recycling may from time to time require, and the Supplier shall pay, interest on outstanding assessments at the rate per annum established by Alberta Recycling from time to time, from the date the unpaid amount is due until it is paid in full. Alberta Recycling may require a supplier to provide additional security in a form and amount that are acceptable to Alberta Recycling for the purpose of ensuring a supplier exercises his or her duties of a supplier in accordance with the Environmental Protection and Enhancement Act, and the Designated Materials Regulation.
- 13 Where the Supplier fails to remit any or all Advance Disposal Surcharges with respect to a reporting period, Alberta Recycling may assess the Advance Disposal Surcharges in an amount equal to the amount of the Advance Disposal Surcharges that the Supplier failed to remit. Where Alberta Recycling makes an assessment, the Supplier shall remit the amount of the assessment, or, where a return has been filed and a remittance made, the amount, if any by which the amount of the assessment exceeds the amount remitted. The remittance is due and payable from the time the Supplier receives notice of the assessment;
- 14 For the purpose of notices and assessments, the address provided by the Supplier on the front side of the Registration Application shall be the address at which Alberta Recycling may send all notices to the Supplier;
- 15 The Supplier acknowledges it may have a right of defence or limitation of claim under the *Limitations Act* or similar legislation, and specifically waives any rights or benefits it may have under that act in the event Alberta Recycling has a claim for unpaid Advance Disposal Surcharges;
- 16 Alberta Recycling may cancel or suspend the Supplier's registration if the Supplier:
 - a) fails to remit to Alberta Recycling or to the person designated by Alberta Recycling all Advance Disposal Surcharges the Supplier is required to remit;
 - b) ceases to carry on business;
 - c) applies to surrender the Supplier's registration to Alberta Recycling;



- d) contravenes the Act, the Regulations or the Bylaws; or
 - e) provides inadequate, false or misleading information or representation in any application or Advance Disposal Surcharge Return;
- 17 The Supplier agrees to surrender the Supplier's certificate of registration to Alberta Recycling if the Supplier registration is cancelled or suspended. The Supplier understands that it may not carry on business as a supplier of paint in Alberta unless the Supplier is registered and the Supplier's registration is not under suspension. The Supplier understands that failure to maintain a registration where it is required is an offence under the Designation Material Recycling and Management Regulation, and subject to a fine up to \$50,000 for an individual and \$500,000 for a corporation;
- 18 All information and documents submitted to Alberta Recycling or to the person designated by Alberta Recycling will be in the custody of Alberta Recycling and therefore subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c.F-25 (the "FOIP Act");
- 19 Unless otherwise required or authorized by law, Alberta Recycling shall not disclose to a third party personal information supplied by the Supplier where, as determined by Alberta Recycling, such disclosure would constitute an unreasonable invasion of personal privacy in accordance with s.17 of the FOIP Act;
- 20 Alberta Recycling reserves all rights and remedies provided to it under law that may be in addition to any terms contained herein.

Authorized Signature	Date
For internal use only	
Date	Reference ID