

Credit Application

Corporate / Commercial Package

You're at home here.



Wild Rose Co-operative
Association Ltd.



Wild Rose Co-operative Association Ltd.
4818-51st Street, Camrose, AB T4V 2R8
Ph. (780) 672-3107 Fax (780) 672-5060
Email ar@wildrose.crs

Credit Application Instructions COMMERCIAL/CORPORATE

Step 1: Complete Commercial/Corporate Farm Credit Application

- Complete this form if you are a company using clear gasoline or clear diesel or a farmer whose farm is a limited company.
- If you already have a patronage number (member number) with Wild Rose Co-op enter it in the box marked patronage number. If you do not have a number one will be assigned to you upon approval.
- Complete Section 1 with your company's information.
- If you are a farmer the credit application must be completed in the same name as the name on the Alberta Farm Fuel Discount. If you are unsure please phone as we can look up the number for you.
- Complete the Business Information in Section 2.
- Complete References in Section 3.
- If you are a farmer complete Section 4 on Farm Information (including acres farmed and legal land location).
- Complete estimated monthly purchases and desired credit limit in Section 5.
- **Sign and date the application.**

Step 2: Read and Sign Commercial/Corporate Farm Credit Agreement and Statement of Disclosure. For application of a Cardlock Card as well, please continue with Step 3.

Step 3: Complete Co-op Cardlock Cardholder Application

- Complete name, address and phone numbers.
- Please provide e-mail address if you wish to have your cardlock invoices emailed to you (statement will still be mailed to you).
- Farmer's please fill in Dyed Fuel permit number if you know it (we can search for it if needed).
- In the 'Card Specification Requested' box complete number of cards required and type of product. Only farmers can have dyed products.
- 'Max. Litres to confirm' is *optional* as it restricts the amount of litres that you can pump per transaction.
- Unit number and odometer reading are *optional*. If checked, yes they will have to be entered at the cardlock every time you fill.
- Please read Sections 1-5 and **sign** where indicated in Section 3.
- **Sign and date the application.**

Step 4: Read the Cardlock User Agreement and initial, date, print name and sign where indicated.

Step 5: Send forms into office; three options:

1. Fax all forms to (780) 672-5060
2. Mail to: Wild Rose Co-operative Association Ltd., 4818-51st Street, Camrose, AB T4V 2R8
3. Drop off at Administration Office located downstairs at the back of the Camrose Grocery Store.

Step 6: Approval of Credit.

- Administration office will mail you a letter indicating whether or not you have been approved.
- We will then order your cardlock cards. They will be mailed to you in two separate mailings. The card activation letter first followed by the cardlock cards a few days later. You can activate your own cards by phoning the number in the activation letter and setting your pin number. If you have any difficulty please phone **Killam Bulk (1-877-385-3805)** and we will help you activate the cards.

**Please feel free to call if you have any questions
(780)672-3107**



Wild Rose Co-operative Association Ltd.

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Patronage Number: _____

Commercial/Corporate Farm Credit Application

1. Identification

Name of Applicant _____ Telephone No. () _____ Fax No.() _____

Name of Partner _____ Telephone No. () _____ Fax No.() _____

Trade Name/Business Name (If different from above) _____

Address (If P.O. Box provide Street Address as well) _____

City/Town _____ Province _____ Postal Code _____

2. Business Information

Nature of Business _____ GST No. _____ PST No. _____

Check One Box: Corporation Partnership Sole Proprietorship Other (Specify) _____

Length of Time in Business _____ Years Incorporation Date _____ No. of Employees _____

Accounts Payable Contact _____ Telephone No. () _____

Email address _____ Email Statements monthly? yes no

If a Subsidiary, Branch or Division, Please State Parent Corporation

Name _____ Telephone No. () _____ Fax No. () _____

Address _____

City/Town _____ Province _____ Postal Code _____

Financial Statements for the Year of _____ Prepared. Will Provide Copy YES NO Attached

Financial Information Provided Will Be Held in Strict Confidence and Used For Credit Purposes Only.

Officers, Partners or Owner's Name: _____ Title: _____ Home Address (Partners or Owners) _____ Birthdate (MM/DD/YY) _____

3. References

Financial Institution _____ Account Manager _____

Address _____ Account No. _____ Telephone No. () _____

Current Trade Suppliers Name _____ Address _____ Telephone No. _____

Current Fuel Supplier Name _____ Address _____

Account No. _____ Telephone No. () _____

Are there any legal actions pending against you or your partner(s)? YES NO

Have you or your partner(s) been discharged from bankruptcy in the last 6 years? YES NO

4. Complete this Portion for Corporate Farm Use

Legal Description of Land _____ Section(s) _____ Township _____ Range _____ West of _____ Meridian _____

How long have you farmed? _____ Acres Farmed _____ Is Livestock financed through a 3rd party? _____

If so, Who? _____ Number of Livestock _____ Check One Owner Tenant

Name of Mortgage Co. or Landlord _____

Name of Insurance Company and Agent _____



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5. Account Information

Estimated Monthly Co-op Purchases \$ _____ **Credit Limit Desired** \$ _____

Do you pay by monthly Statement or by invoice? statement invoice

Credit requested for (check all that apply) Cardlock fuel Bulk fuel Agro inputs Home Centre

PLEASE READ, DATE, and SIGN

I/We certify that the above information is true. **I/We certify that I am/we are entering into this credit agreement primarily for commercial purposes (that is, not personal, family, or household purposes), or for corporate farming purposes.** I am /We are at least the minimum adult age. I/We understand the Co-op may accept or reject this application. If this credit application is accepted, I am/we are bound by the Co-op's Commercial/Corporate Farm Credit Agreement and Statement of Disclosure and any amendments or replacements which the Co-op sends me. I/We have retained a copy of the Commercial/Corporate Farm Credit Agreement and Statement of Disclosure. If the Co-op has service cards, I request a Co-op service card to be issued to me and to my partner set out below. Where a partner signs this application with me, we acknowledge that the terms of this application and all consents given in it bind both of us. We agree to be jointly and individually liable, which means we are liable both individually and together for all amounts charged to the account. If this application is made by a corporation, each of the above statements is considered to be made by an authorized person on behalf of the corporation with all necessary grammatical changes.

I/We/The Corporation consent(s) to the exchange of account and credit information and personal information from time to time by the Co-op and the financial references provided and to the exchange of credit information with any credit grantor, credit bureau, credit reporting agency, or my/our employer(s).

Date: _____

Signing by Individual Applicant(s)

X _____

Individual Applicant's Signature

X _____

Partner's Signature (if applicable)

Signing by Corporate Applicant

Corporate Applicant's Name

X _____

Corporate Applicant's Signature

Title



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Commercial/Corporate Farm Credit Agreement and Statement of Disclosure

In consideration of the Co-op accepting your credit application, which forms part of this agreement, and opening an account in your name and, when applicable, issuing a service (the "card") to you and to the co-applicants, if requested, you agree to the credit terms set out below.

1. Types of Credit Accounts/Use of the Card

- i. Under a charge account, credit is extended for new purchases (i.e. a purchase not shown on a previous statement) to the Due Date shown on the statement. No interest is charged on new purchases when the Co-op receives payment in full by the Due Date. Under a dating account, credit is extended for new purchases beyond 30 days to the Due Date shown on the statement. No interest is charged on the purchases recorded in a dating account. When due, the purchases in the dating account are transferred to the charge account and interest is charged at the interest rate on the charge account if the amount transferred is not paid on or before the Due Date.
- ii. The Card may be used to buy goods and services available on credit on these accounts from the Co-op
- iii. The Card is the property of the Co-op. it is not transferable. You will immediately return all Cards if requested.
- iv. Upon cancellation or expiry, you will pay your accounts in full despite the cancellation or expiry of any rights and privileges under this agreement.
- v. The Co-op has the right to cancel your credit accounts and the Card at any time, including, without limitation, upon your death or if you become bankrupt or insolvent.
- vi. You may make enquiries about your accounts during the co-op's ordinary business hours by a local or collect call to the telephone number set out above.

2. Credit Limit

- i. The Co-op will advise you of your credit limit (the "Limit") by letter or in your first statement after acceptance of your credit application. The Limit may increase or decrease at any time by the Co-op. The change will be disclosed in the next statement following the change. You hereby request any increase to the Limit at any time for which you may qualify.
- ii. You agree not to make purchases on your accounts where the amount of the purchase plus any balance then outstanding would in total exceed the Limit unless the Co-op, in its sole discretion, permits you to exceed the Limit, in which case the terms set out in this agreement apply to those amounts in excess of the Limit.

3. Billing

- i. The Co-op will send you a statement every month for purchases that have been made under your accounts during the previous month and for any previous unpaid balance. Co-applicants and co-applicant cardholders will not receive statements.
- ii. Where anyone authorized by you signs a receipt bearing an imprint of your Card, or you or anyone authorized by you gives your account number to make a purchase without presenting the Card, you will be liable to as if the sales receipt was signed by you.
- iii. If you do not notify the Co-op in writing of an error or omission in your statement of account within 30 days of the statement date, you agree that the statement is considered conclusively to be correct.
- iv. Any adjustment made by means of a credit voucher will be credited to you, but until the time the credit voucher is granted and recorded, you are responsible to pay the amount to which it relates to the Co-op in accordance with this agreement.

4. Interest and Payment

- i. You agree to perform promptly all your obligations under this agreement.
- ii. You agree to pay the amount due in full on or before the due date appearing on each statement sent by the Co-op to you.
- iii. You have the right to prepay the entire balance in full or in part without charge.
- iv. You agree to pay interest to the Co-op on all past due amounts at the annual rate of 18 % both before and after demand, default and judgment. This interest is added to the charge account and forms part of the amount due. This interest will bear interest on your next monthly statement (monthly compounding) if the amount due on the statement is not paid in full on or before the due date.
- v. Payments will be applied by the Co-op in the following order: previously billed interest and purchases, interest and purchases shown on current statement, interest and purchases to be billed.
- vi. You agree you are liable for the entire outstanding balance of your accounts despite any variation of interest terms by the Co-op.
- vii. In addition to the amounts otherwise payable under this agreement, you agree to pay the Co-op its charge for each cheque received by the Co-op from you that is subsequently dishonored.



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viii. Payments must be made only by cash, cheque, debit card or money order, or by other arrangement authorized by the Co-op.

5. Default

- i. You will be in default if any of the following occurs:
 - a. You do not make a payment when due;
 - b. A bankruptcy proceeding is filed by or against you or you are the subject of receivership or insolvency proceedings or any of your assets are seized;
 - c. You have made a false or misleading representation on your credit application;
 - d. You die;
 - e. You breach any of your other agreements in this agreement;
 - f. If the Co-op has reasonable cause to believe your ability to perform your obligations under this agreement, including making timely payments is impaired.
- ii. Upon your default, the Co-op has the remedies in this agreement and at law. The Co-op may immediately suspend or cancel your privilege to obtain credit. The outstanding balance in your accounts will become due and payable ten days from the date the Co-op’s written notice of the default or other event is sent to you.
- iii. You agree to pay all reasonable expenses, costs and disbursements, including fees as between a solicitor and his or her own client, which may be incurred by the Co-op in the enforcement of its rights under this agreement.
- iv. You agree that taking of a judgment against you will not operate as a merger of your promise to pay, or affect the right of the Co-op to collect interest at the rates notified to you from time to time on any amounts owing to the Co-op under this agreement or on the judgment.

6. Cancellation. You may cancel this agreement at any time by written notice.

7. Amendments. The Co-op may amend the provisions of this agreement including the interest rate by giving written notice to you of the change. The Co-op will notify you in writing of the amendment, which may be by notice on your statement. The amendment will be effective 30 days, or such greater time period as may be required by applicable laws, after the date notice is given. Unless you cancel your credit accounts within that notice period, the amendment(s) will be binding to you.

8. Notices. Any notice required or permitted to be given to you under the terms of this agreement is sufficiently given if shown on your statement or if sent by prepaid first class mail to the latest address contained in the Co-op’s files. Unless otherwise provided in this agreement or by law, any notice so given will be considered to have been received by you on the 7th day after the date on which it was

mailed. You agree to notify the Co-op promptly of any change of address. Notice to you or a co-applicant cardholder is considered notice to all.

9. Lost or Stolen Card(s)

- i. **Where the Card(s) used in connection with your account is (are) lost or stolen, you agree to notify the Co-op promptly, in writing.**
- ii. **You are responsible to pay for all product and services charged to your account until you have notified the Co-op as required.**

10. Co-applicants

- i. Where a co-applicant signed the credit application with you, the terms of this agreement bind each of you and apply with whatever changes of grammar are necessary.
- ii. Where there are co-applicants, you agree that your liability for all amounts payable under the terms of this agreement is joint and individual, which means you are liable both individually and together for all amounts charged to the accounts.
- iii. Where you have designated co-applicant cardholder(s), you are responsible to the Co-op for all transactions made by the co-applicant cardholder(s) with their Card(s).

11. Miscellaneous

- i. You Grant the Co-op a security interest in any and all merchandise purchased from the Co-op (the “Merchandise”) to secure payment to the Co-op for all debts, charges and liabilities, present and future, at any time owing by you in connection with your accounts. If for any reason you do not make payments on time or pay any other amounts due to the Co-op in the manner provided in this agreement, in addition to all other rights and remedies available at law or in equity, the Merchandise may be repossessed to the extent permitted by law. Where permitted by law, you waive your right to receive copies of any financial statement, financing change statement or verification statement relating to this agreement.
- ii. If any part of this agreement is contrary to law or found inoperative by any court, that part is ineffective without invalidating the other parts of this agreement.
- iii. This agreement will be governed by laws of the province in which the Co-op is situated.
- iv. You acknowledge receipt of a copy of this agreement at the time of signing the Commercial/Corporate Farm Credit Application and before the extension of any credit use of the accounts.

I have read the above Credit Agreement and Statement of Disclosure

X

Signature

CO-OP® Cardlock Cardholder Application (Corporate)

Name of Applicant _____
 Address of Applicant _____

 Applicant's Phone No. _____
 Dyed Fuel Permit(s) # _____ Prov. _____
 # _____ Prov. _____
 E- Mail Address _____ Fax# _____
 Would you like your fuel invoices emailed to you? Yes No

For Office Use Only	
Date	_____
Name of Co-op	_____
Address of Co-op	_____
Acct. No.	_____ Loc. _____ Dept. _____
Co-op Member No.	_____
Co-op Cardlock No.	_____

Card Specifications Requested:	Clear	Dyed
(Type of card-System Wide)	Products:	<input type="checkbox"/> Regular
No. of Cards _____		<input type="checkbox"/> Midgrade
		<input type="checkbox"/> Premium
Unit Numbers Requested _____ YES _____ NO		<input type="checkbox"/> Diesel
Odometer Reading Requested _____ YES _____ NO		<input type="checkbox"/> DEF

Please read the following and sign.

- I apply for a cardlock card(s) (the "Card") of the local or system-wide type, as indicated above, for the purchase of petroleum fuel in the CO-OP Cardlock System.
- I agree to complete and sign the necessary account application form.
- I hereby confirm that I have been provided a copy of the Cardlock User Agreement (Form 910) and, if my application herein is accepted, I unequivocally confirm that I accept all terms and conditions contained therein. In particular, I acknowledge that I have carefully read and reviewed paragraph 6 of the cardlock user agreement and fully and unequivocally confirm that I shall be fully responsible for all charges incurred as against my cardlock card regardless of whether the charges were incurred without my consent or knowledge. **(Sign)**
- I will not purchase marked fuel in a province where I do not have a marked fuel purchasing permit. If such a purchase is made, I understand that I will be charged the clear fuel price (inclusive of all taxes). I also understand that this may result in prosecution under the applicable provincial fuel tax act(s).
- For Manitoba users of marked fuel:** As the purchaser of marked fuel in the Province of Manitoba, I fully understand and agree that marked fuel must be purchased solely for the purposes authorized under *The Fuel Tax Act* and that any unauthorized use may result in prosecution.

Signing by CORPORATE Applicant:	

Full Corporate Name	
By: _____	By: _____
Authorized Signature	Authorized Signature
Title: _____	Title: _____
Date: _____	Date: _____

❖ After you have received your cardlock cards we will be pleased to train you in how to operate the cardlock facility safely and properly.

If you have any questions please phone: (780) 672-3107



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CARDLOCK USER AGREEMENT

The following are the terms and conditions of the agreement between Federated Co-operatives Limited ("FCL"), the person (the "Customer") to whom the enclosed cardlock card(s) (the "Card") is issued and the retail co-operative (the "Co-op") from which the Customer received the Card. The use by the Customer of the Card indicates the Customer's acceptance of these terms and conditions.

- Ownership of the Card at all times remains in the Co-op, and the Co-op, or its agent, may retake possession of the Card at any time on or after termination of this agreement. Upon termination of this agreement, the Customer must return the Card to the Co-op.
 - The term of this agreement is one year commencing on the date the Card is first used by the Customer. This agreement will be automatically renewed for successive one-year terms subject to the various termination rights set out. The Customer may terminate this agreement by giving written notice of termination to the Co-op at any time. The Co-op may terminate this agreement at any time on 30 days written notice to the Customer.
 - If the Customer has more than one Card, the Customer is responsible for all purchases made using the cards provided.
 - The Customer may use the Card to obtain the petroleum products for which the Card is authorized from pumps (the "Pumps") in the CO-OP and TEMPO Cardlock network from time to time. The dispensing equipment is to be used by trained cardholders only, and is not open for the use of the general public.
 - The prices to be paid for petroleum products purchased through the Co-op's Pumps using the Card will be the prices established by the Co-op for the Customer. The Co-op prices may be changed by the Co-op from time to time.
 - The Customer agrees to pay for all petroleum products recorded by the Pumps to the Customer's account number until WRITTEN notice of loss of the Card is received by the Co-op. The Customer shall be fully and completely responsible for all such charges to the Card, regardless of how such charges have been incurred or by whom. Notice to the Co-op, as defined in this paragraph, shall only be effective, and thereby relieve the customer of any liability for further charges, when such written notice is actually received by the Co-op.
- _____ **Initial**
- The customer confirms and agrees that he/she/it is fully and unequivocally responsible for the safe guarding of its PIN number and assumes all and complete liability for its safe keeping and use with the cardlock card. The customer agrees that it must not disclose its security (PIN) number and is fully responsible for the security of it. In particular, the customer unequivocally covenants and agrees not to write the PIN number on the card and shall assume full and complete responsibility for the security of both the Card and PIN number.
- Date: _____ **Initial**
- Printed Name: _____
- Signed: _____
(Applicant)
- All accounts are due when rendered. Purchases of petroleum products from the Co-op are payable in full in accordance with the Co-op's credit terms. Purchases of petroleum products from FCL, other retail co-operatives and TEMPO dealers are payable in full each month. If the Customer fails to pay its account(s) within the credit terms, the Customer agrees to pay interest at the rate set from time to time by the Co-op or FCL, or both as the case may be, on the balance of the account(s) from the statement date upon which the invoice(s) appeared until payment is received by the Co-op or FCL, or both, as the case may be. By example if the Co-op's or FCL's interest rate for a 30 day account was 2% per month (24% per year) charged monthly it would have an effective rate of 26.8% per year. The Co-op or FCL, or both, as the case may be will advise the Customer of the actual interest rate and of any changes in its interest rate as required by law. The Co-op may suspend or limit the right of the Customer to use the Card until payment has been received by the Co-op or FCL, or both, as the case may be. The Co-op has the right to terminate this agreement immediately and without notice to the Customer if any payment to the Co-op or FCL is not made when due. Payments which do not retire the account in full will be applied first to the interest and secondly to reduce the principal outstanding. If the Customer's account with FCL is past due, FCL will transfer the balance of the account to the Co-op. The Customer agrees to pay all costs and expenses incurred by the Co-op in the collection of any past due account including legal fees on a solicitor-and-client basis.
 - Co-op patronage will be paid only on petroleum products purchased at the Co-op's own cardlock and will be subject to the provisions of the Co-op's patronage policy.
 - The Co-op has the right at any time to change the access mechanism or codes at the Pump. If the Customer is in default under this agreement or becomes insolvent or bankrupt, the Co-op may terminate this agreement immediately.
 - Neither FCL nor the Co-op nor any retail co-operative nor any TEMPO dealer is liable to the Customer for any inability by the Customer to obtain petroleum products for any reason whatsoever.
 - All notices required to be sent by the customer to the Co-op must be sent by any two of the following methods: phoning, by fax, by email or by registered mail communication or by personal delivery all to the attention of the petroleum department of the Co-op. The Co-op may provide notices to the Customer by phone, fax, email or mail to the Customer's numbers or address as shown on their account application. The parties agree to notify each other of changes in their telephone, fax and email numbers and address.
 - If the Customer wishes to obtain additional or amended cards, it may make a verbal request to the Co-op, and, if issued, those additional or amended cards will be subject to the terms and conditions of this agreement even though they were not delivered with this agreement.
 - The customer acknowledges that it has received instructions in (a) the means of activating dispensing equipment using the Card; (b) the proper operation of the dispensing equipment; and (c) the location and proper use of the emergency shut-off switches and the fire extinguisher. The dispensing equipment at a cardlock is to be used by trained cardholders only, and is not open for use by the general public.
 - The Customer agrees that it and every person to whom the Customer gives a Card: (a) will not leave the dispensing equipment unattended at any time while it is being operated; (b) will control sources of ignition; and (c) will not dispense petroleum products into containers which do not comply with fire regulations.
 - The customer agrees to indemnify FCL, and the owner of the site from which petroleum products are dispensed using the Card against all claims, liabilities, demands, damages and causes of action, and all costs and expenses of investigating and defending them including legal fees on a solicitor-and-client basis, arising from the use of the Card or the dispensing equipment, including injury to a person or persons, including death and property damage including environmental contamination of soil or groundwater.
 - The Co-op may vary the terms on which the Card is to be used at any time by notice to the Customer. Any use of the Card after notice of a change is subject to the varied terms.



Fuel Charge Exemption Certificate for Farmers

under section 36 of the Greenhouse Gas Pollution Pricing Act, and the Fuel Charge Regulations

If you are a **farmer** within the meaning of the Greenhouse Gas Pollution Pricing Act (the Act) and you carry out eligible farming activities (as defined below), give this exemption certificate to the registered distributor that delivers the fuel in accordance with this Act.

If a farmer receives delivery of gasoline or light fuel oil (diesel fuel) using its exemption certificate, whether the fuel was delivered at the farm or delivered at a cardlock facility that is registered as a distributor, but uses that fuel type for non-eligible farming activities, the farmer must self-assess the fuel charge based on the quantity of the fuel type that is used for purposes other than those eligible for farmers under the Act and its regulations, using Form B401, Fuel Charge Return for Non-registrants, and the related schedule.

Eligible farming activity means either of the following:

- the operation of eligible farming machinery on a farm for the purposes of farming
- the operation of eligible farming machinery for the purposes of going from a location at a farm to another location at a farm

Eligible farming machinery means property that is primarily used for the purposes of farming and that is a farm truck or a tractor.

1. Business information

Legal name:

Business number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

2. Farmer

Tick the box to declare that you are a farmer carrying out eligible farming activities, within the meaning of the Act.

3. Type of fuel

Tick the box(es) corresponding to the fuel type by listed province covered by this exemption certificate.

Type of fuel by listed province							
	Alberta	Manitoba	New Brunswick	Nunavut	Ontario	Saskatchewan	Yukon
Gasoline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Light fuel oil (for example, diesel fuel)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Certification

As an authorized person, I certify that the information given on this form is correct and complete. I understand that it is a serious offence to make a false declaration.

Name (print)		Title		
Telephone number	Extension	Signature	Year	Month Day

Personal information is collected for purposes of the administration or enforcement of the Greenhouse Gas Pollution Pricing Act, Part 1 ("the Act"). The information collected may be used or disclosed for any purpose related to the administration or enforcement of the Act including audit, compliance and collection activities. It may also be disclosed to other federal, provincial, territorial or foreign government institutions to the extent authorized by law. Failure to provide this information may result in penalties, interest payable or other actions. Under the Privacy Act, individuals have the right to access their personal information, request correction, or file a complaint to the Privacy Commissioner of Canada regarding the handling of the individual's personal information. Refer to Personal Information Bank CRA PPU 062 on Info Source at canada.ca/cra-info-source.

Did you know?

False declaration

If a particular person delivers fuel in a listed province to another person at a particular time, if an exemption certificate applies in respect of the delivery in accordance with subsection 36(1) and if the declaration referred to in paragraph 36(1)(b) is, at the particular time, false, the following rules apply:

- the other person must pay to the Receiver General for Canada a charge in respect of the fuel and the listed province in the amount determined under section 40;
- the other person is liable to pay, in addition to any other penalty under Part 1, a penalty equal to 25% of the amount of the charge under paragraph (a) payable in respect of the fuel; and
- if the particular person knows, or ought to have known, that the declaration is, at the particular time, false, the particular person and the other person are jointly and severally, or solidarily, liable for the payment of the charge in respect of the fuel and the listed province under paragraph (a), the penalty under paragraph (b) and any related interest and penalties.

What to do now

- Give the original certificate to your supplier.
- Keep a copy of this certificate with your records.
- Do not send this certificate to the Canada Revenue Agency.