TIRE STEWARDSHIP OF SASKATCHEWAN

FIRST SELLER (RETAILER) REGISTRATION APPLICATION

Registered Business Name:	
Trade / Operating Name:	
Mailing Address & Contact Info (Corporate, Head Office or Primary location)	Address:
	Phone:
	Cell:
	Fax:
	Email:
Business or Branch Address & Contact Info (if different from mailing address) (if multiple locations, please include list of addresses)	Address:
	Phone:
	Cell:
	Fax:
	Email:
Proprietor / Owner Name:	
Branch Manager: (if different than owner)	
Accounting Contact: (if different than owner)	
GST Number:	
Email Address to receive TSS communications:	
Are remittances, payments and reporting handled by Head Office or by branch location? Provide the above information for any person or entity responsible for remitting, payment and reporting in a separate schedule.	

The registrant hereby engages the Tire Stewardship of Saskatchewan Inc. to operate an approved product stewardship program in accordance with the attached Terms and Conditions. The registrant represents and warrants that the information provided is true and correct.

Authorized Signature	Title
Name (printed)	Date

TSS USE ONLY	Date Rec'd	TSS Reg # Issued	Collection Zone	Renewal Date	Search Completed?	Processed:

Send completed form using one of the following:

Email: contactus@tssk.ca
Fax: 1-306-789-7630
Mail: 302-1916 Dewdney Ave, Regina SK S4R 1G9

TERMS AND CONDITIONS TO THE OPERATION OF A PRODUCT STEWARDSHIP PROGRAM ON BEHALF OF A FIRST SELLER (RETAILER)

DEFINITIONS

1. Unless context requires otherwise, certain capitalized terms used in these Terms and Conditions have the meanings given to those terms Section 16.

PRODUCT STEWARDSHIP PROGRAM

2. Upon a First Sellers submission of a registration application, or upon payment of the Tire Recycling Fee to the account of TSS, TSS agrees to operate on behalf of the First Seller the Product Stewardship Program which provides for collecting, transporting and recycling of Scrap Tires as required by the Scrap Tire Regulations.

3. TSS represents and warrants to the First Seller that the Product Stewardship Program has been approved by the Minister of Environment, and will be operated in accordance with EMPA, the Scrap Tire Regulations and applicable Laws.

TERM

4. Subject to earlier termination or cancellation as provided in these Terms and Conditions, TSS agrees to operate the Product Stewardship Program on behalf of the First Seller for a term of three years beginning on January 1, 2021, and ending on December 31, 2023 (the "**Term**").

TIRE RECYCLING FEE

5. TSS will establish a fee (the "**Tire Recycling Fee**") in any amounts and upon any terms as it may in its sole and absolute discretion determine, which at the commencement of the Term is as set out in Schedule A to these Terms and Conditions.

6. The First Seller agrees to levy, collect, remit and pay to TSS the Tire Recycling Fee on every Tire that is sold, offered for sale or otherwise distributed into or in Saskatchewan. If the First Seller fails to levy and collect the Tire Recycling Fee on every Tire that is sold, offered for sale or otherwise distributed into or in Saskatchewan, the First Seller will pay from and on its own account the Tire Recycling Fee. All Tire Recycling Fee levied, collected, remitted or paid are held in trust for and on behalf of TSS.

7. During the Term, the First Seller shall remit or pay to TSS the Tire Recycling Fee before the last day of each month in respect of Tires sold, offered for sale or otherwise distributed into or in Saskatchewan during the preceding month.

8. Remittances or payments shall be by cheque, bank draft, online payment, electronic funds transfer or other immediately available funds as directed from time to time by TSS.

9. If the first seller fails to remit or pay the Tire Recycling Fee on or before the dates provided for herein, the First Seller shall pay interest at a rate of 18% per annum on all amounts outstanding until paid in full.

RETAILER OBLIGATIONS

10. The First Seller shall keep a record of all Tires sold, offered for sale or otherwise distributed into or in Saskatchewan by the First Seller while TSS is operating a product stewardship program for and on behalf of the First Seller.

AUDITS

11. TSS shall have the right upon reasonable notice and at all reasonable times to access the First Seller's accounts and records relating to Tires sold, offered for sale or otherwise distributed into or in Saskatchewan or the Tire Recycling Fee.

12. If TSS determines that there has been any inaccuracy, deficiency or omission in any remittance or payment of the Tire Recycling Fee to be made by the First Seller, such inaccuracy, deficiency or omission shall be resolved by the required amount of the Tire Recycling Fee remittance or payment being paid forthwith together with interest as provided in Section 9 of these Terms and Conditions.

13. TSS will pay all costs of an audit unless the inaccuracy, deficiency, omission or excess is determined by an independent firm of chartered professional accountants selected by the TSS to be material in the circumstances, in which case the First Seller shall pay forthwith the costs of such audit. If fraud or gross negligence is reasonably determined by TSS to exist, then the First Seller shall pay forthwith the costs of such audit.

14. If TSS determines the First Seller has over-remitted or over-paid monies to TSS, then TSS shall forthwith pay such over-remittance or over-payment payment to the First Seller.

TERMINATION

15. This Agreement may be terminated upon the occurrence of any of the following events:

    a. by the mutual written agreement of the parties;

    b. by either party giving the other party 30 days prior written notice;

    c. by a party on the bankruptcy or insolvency of the other party by giving written notice to the bankrupt or insolvent party;

    d. by TSS by giving written notice to the First Seller where there is a material breach or non-observance by the First Seller of its obligations hereunder which is not cured within 7 days of notice from TSS of such material breach or such later date as TSS may provide; or

    e. by the First Seller by giving written notice to TSS where there is a material breach or non-observance by TSS of its obligations hereunder which is not cured within 7 days of notice from the First Seller of such material breach or such later date as the First Seller may provide.

DEFINITIONS AND INTERPRETATION

16. In these Terms and Conditions:

"**EMPA**" means *The Environmental Management and Protection Act, 2010* (Saskatchewan) or any successor or replacement Laws, and any regulations promulgated thereunder, including *The Scrap Tire Management Regulations, 2017* (Saskatchewan) and *The Saskatchewan Environmental Code* and the standards adopted thereunder, or any successor or replacement Laws;

"**First Seller**" means the Person who either enters in to the Agreement by signing and delivering the Acceptance, or is deemed to enter into the Agreement by remitting or paying to TSS the Tire Recycling Fee.

"**Laws**" means any applicable federal, provincial or local law, regulation, bylaw ordinance, rule, permit, license or code of every relevant jurisdiction that in any manner affects the Services or the performance of the Contractor's obligations under this Agreement and any order, decree,

authorization or approval or other binding determination of any relevant government authority, body, tribunal or agency with jurisdiction over the foregoing;

"**Person**" means any individual, corporation, limited or general partnership, limited liability company, trust, estate or other legal entity;

"**Product Stewardship Program**" means the product stewardship program of TSS approved by the Minister of Environment in accordance with the Scrap Tire Regulations;

"**Scrap Tire**" has the same meaning as "scrap tire" defined in the Scrap Tire Regulations;

"**Scrap Tire Regulations**" means *The Scrap Tire Management Regulations, 2017* or any successor or replacement Laws;

"**Tire**" has the same meaning as "tire" defined in the Scrap Tire Regulations; and

"**TSS**" means Tire Stewardship of Saskatchewan Inc.

TIRE RECYCLING FEE CLASSIFICATION

CLASSIFICATION	TRF ($) + GST	TIRE TYPES	DEFINITION
PLT PASSENGER CAR / LIGHT TRUCK Rim Sizes 8"- 30"	$6.50 (new rate)	• Passenger Car (P), Light Truck Tires (LT) • Small RV, Trailer and Utility Trailer Tires • Motorcycle, All Terrain Vehicle and Golf Cart Tires • Lawn and Garden Equipment • Forklift, Skid Steer, Press-on Solids, and Front Tractor and Implement Tires up to a maximum 16" rim	• Passenger Tires (P) are designed for use on passenger cars, light trucks, small RV's and multipurpose passenger vehicles, including sport utility vehicles and crossover utility vehicles • Codes found on the sidewall of Passenger and Light Truck tires are (P) Passenger and (LT) Light Truck; Temporary Spares are marked (T) Temporary • Includes all tires specifically designed for on/off highway motorcycles, motorcycle sidecars, motor bikes, mopeds, mini-cycles, golf carts and all-terrain vehicles (ATV) • RV Trailer and Utility Trailer tires are marked (ST) Special Trailer • Includes pneumatic Forklift tires, Press-on Solid tires, Bobcat/Skid Steer tires measuring 16" and under • Includes Free Rolling Farm and Implement tires deemed for use on farm equipment up to a maximum 16" rim size • Tires are usually identified with the sidewall marked (IMP) Implement
MTRK MEDIUM TRUCK Rim Sizes 15"- 24.5"	$14.00	• All tires not marked "LT" or "ST" • Semi and Industrial Truck Tires • Wide Base Skid Steer and Loader Tires 17.5" rim and larger • Forklift, Skid Steer, Press-on Solids and Front Tractor and Implement Tires 16.1" rim and larger	• Includes drive wheel tires used on tractors and combine equipment. These tires are normally identified with a sidewall marking (R) Radial Ply or (HF) High Flotation and are 16.1"-20" ***Also commonly known as Commercial Truck Tires - Truck and Bus tires including Wide Base or Heavy Truck tires designed for truck/bus applications and larger (RV) Recreational vehicle tires not marked (P) or (LT) Passenger or Light Truck***
AG AGRICULTURAL TIRES Rim Sizes 24" - 54"	$25.00	• Agriculture (All Rear & Front Wheel Drive) Tires • Rubber Tracks on Agricultural Equipment	• These tires include ALL Rear and Front Wheel Drive tires classified as Agriculture tires • Tires are designated with one of the following sidewall markings R-1/R-1W/R-2/R-3/ R-4/HF1/HR2/HF3/HF4
OTR I OFF THE ROAD/MINING Medium Types (Rim Sizes up to and including 23.5" - 25")	$57.00	• Off-the-Road, Mining, Earthmover, Construction Tires within classification up to and including 23.5-25" Tires • Forestry Tires • Rubber Tracks on Industrial Equipment	• Tires used on tree harvesting equipment and are normally identified with a sidewall marking with suffix letters (LS) Logger/Skidder, Backhoe • Includes OTR Mining, Earthmover (E), Construction (C), Grader (G) Industrial (IND) and Aircraft tires up to and including size 23.5-25" tires
OTR II OFF-THE ROAD/MINING Larger Types (Rim Sizes 26.5-25" up to 39")	$140.00	• Off-the-Road, Mining, Earthmover, Construction Tires over 23.5"- 25" to a maximum rim size of 39"	• Includes OTR Mining, Earthmover (E), Construction (C), Forestry (F), Industrial (IND), and other on/off highway tires over the size of 23.5-25" ***OTR tires that exceed 39" rim are not part of the scrap tire program – no recycling fee applicable and no disposal service provided***
EXCLUSIONS			Not included in recycling program: Any tire with a rim size 7" or less or greater than 39", wheelbarrow tires, snowmobile/quad tracks, bicycle or electric bike tires, recapped and retreaded tires, tire tubes, wheelchair/electric mobility aid tires

Dec 2025