WHOLESALER AGENCY AGREEMENT

THIS AGREEMENT made in duplicate as of this_____day of _____ , 20____.

BETWEEN:

GOVERNMENT OF PRINCE EDWARD ISLAND, as represented by the MINISTER OF FINANCE AND AFFORDABILITY,

(hereinafter called the "Minister")

OF THE FIRST PART;

AND:

_____ a body corporate, having its Head Office at _____ in the Province of _____ and a place of business at _____ in the Province of Prince Edward Island,

(hereinafter called the "Agent")

OF THE SECOND PART.

WHEREAS, by the virtue of sections 3, 4 and 6 of the *Gasoline Tax Act* R.S.P.E.I. 1988, Cap. G-3 every purchaser or user of gasoline, diesel oil or aviation fuel is required to pay a tax to the Minister for the use of Her Majesty in the right of the Province of Prince Edward Island;

AND WHEREAS the Agent is a wholesaler or wholesaler-retailer licensed in accordance with the *Petroleum Products Act* R.S.P.E.I. 1988, Cap. P-5.1 to sell any petroleum product or keep any petroleum product for sale;

AND WHEREAS the Minister and the Agent have agreed to enter into this Agreement pursuant to section 27 of the *Revenue Administration Act* R.S.P.E.I. 1988, Cap. R-13.2 in order to constitute the Agent as an agent for the province for the collection of the tax payable under the *Gasoline Tax Act*;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants, promises and agreements herein contained to be by them mutually observed, fulfilled and performed, the Minister and the Agent hereby covenant, promise and agree, as follows:

AGENT APPOINTMENT

1. The Agent is hereby constituted as an agent of the province for the collection of tax under the *Gasoline Tax Act*.

SUB-AGENT APPOINTMENT

2. In accordance with subsection 27(2) of the *Revenue Administration Act*, the parties hereby agree that the Agent may constitute sub-agents for the collection of the tax under the *Gasoline Tax Act* (hereafter referred to as a "Sub-agent" or "Sub-agents").

3. A Sub-agent shall only be a person to whom the Agent sells or delivers gasoline or diesel oil for resale to purchasers or consumers.

4. When the Agent has constituted a person as a Sub-agent pursuant to this Agreement, the Agent shall forthwith provide the Minister with notice in writing of the name and address of the Sub-agent and shall in like manner notify the Minister when a Sub-agent ceases to be a Sub-agent.

5. The Agent will use its best efforts to

    a. ensure that its Sub-agents collect the tax from all purchasers and consumers of gasoline or diesel oil who are liable to pay the tax;

    b. collect from its Sub-agents all tax collected by them; and

    c. ensure that its Sub-agents observe and comply in all respects with the *Revenue Administration Act* and Regulations and the *Gasoline Tax Act* and Regulations.

6. The Agent shall hold, account for and pay all tax collected by the Sub-Agent under this clause in the same manner as tax collected by the Agent under this Agreement.

BOND

7. The Agent hereby agrees that upon receipt of notification from the Minister, it shall furnish a Surety Bond in such amount and in such form as the Minister may determine, payable to the Minister; the Surety Bond shall be signed by the Agent, as principal, and be provided and signed by a recognized Surety or Bonding

Company as surety. The Surety Bond shall be void on the condition that the Agent shall pay to the Minister all taxes that accrue against the Agent under and in accordance with the provisions of this Agreement and abide by and perform all the other terms, stipulations and conditions in this Agreement.

COMPLIANCE WITH LEGISLATION

8. The Agent hereby agrees to abide by and comply with the *Gasoline Tax Act* R.S.P.E.I. 1988, Cap. G-3 and Regulations and the *Revenue Administration Act*, R.S.P.E.I. 1988, Cap. R-13.2 and Regulations, and any other legislation which may be applicable to this Agreement.

AMENDMENT TO AGREEMENT

9. Subject to clause 10 herein, this Agreement may be amended by the consent of both parties in writing.

10. Notwithstanding clause 9 herein, the Agent hereby acknowledges and confirms that any amendment to the *Gasoline Tax Act* R.S.P.E.I. 1988, Cap. G-3 and Regulations, the *Revenue Administration Act*, R.S.P.E.I. 1988, Cap. R-13.2 and Regulations, or any other legislation which may be applicable to this Agreement shall be an automatic amendment to this Agreement without any further action whatsoever being required by either party.

TERMINATION

11. Either party to this Agreement may terminate this Agreement on the last day of a specified calendar month by providing sixty (60) days notice in writing to the other party. Such notice is sufficiently given if delivered personally or sent by prepaid ordinary mail posted in Canada to the normal business address of the other party.

12. The giving of such notice by one party shall not deprive the other party of the right to give such notice terminating the Agreement on the last day of an earlier calendar month.

13. Whenever the Agent fails to comply with the provisions in the Acts and

Regulations referred to in this Agreement the Minister may immediately terminate this Agreement by notice in writing to the Agent.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date first above written.

SIGNED, SEALED and DELIVERED in the presence of: (Witness)	GOVERNMENT OF PRINCE EDWARD ISLAND, as represented by the Minister of Finance and Affordability.
_____	_____
SIGNED, SEALED and DELIVERED in the presence of: (Witness)	Authorized signature for Legal Entity entering into the agreement.
_____	_____