

Complete form in PDF fillable format, print and sign where indicated. **The City will not process incomplete or handwritten application forms (except for signature)**. Form must be returned via email to receivables@regina.ca, by fax to 306-777-6814 or drop off at the Ambassador's Desk located on the main floor at City Hall

It may take up to 10 business days to process your application.

PART A: Complete all sections							
Entity's Legal Name (the "Applicant"):							
Street Address:				Province:	Postal Code:		
City:		Phone:					
Contact Person's Name:		Email:					
Is this entity incorporated? (i.e.: Ltd., Inc., Corp.)	If yes, corporation/business number (as shown on Corporations Branch Annual Return)						
Applicant Billing Address (If different than street address above)							
Street Address:		City:		Province:	Postal Code:		

Accounts Payable Contact Information				
Name:	Phone:			
Can the City email your invoices?	Email:			
🗌 Yes 🗌 No				

Account Type				
Prepaid – Applicant will pay for materials prior to receiving goods. Payment can be made via credit card by calling 306-777-7227				
Credit – Have you submitted an <i>Application for Credit Terms</i> with the City of Regina in the past 12 months? Yes - Existing Account Number				
No - Application for Credit Terms must be included with this Application				

Tax Information			
GST Registration Number:	GST Exempt (must provide exemption documentation)		
Saskatchewan PST Registration Number:	PST Exempt (must provide exemption documentation)		

I hereby acknowledge the above information is accurate and true.

Print Name

Applicant Signature

Date (DD/MM/YYYY)



# **Terms and Conditions**

- 1. Prices subject to change and are set at time of order.
- 2. The decision of the Director of Roadways and Transportation shall be final as to quantities and classes of material being sold.
- **3.** The Applicant and its employees using the site are required to participate in a Safety Orientation provided by the City of Regina.

## Disclaimer of Warranties and Refunds

- 4. The City makes no warranties, expressed or implied, as to any matter whatsoever, including, without limitation, the condition of the material, its merchantability, its capacity, its content, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts.
- 5. The City further disclaims any liability whatsoever for loss, damage, or injury to the Applicant or third parties as a result of any defects, latent or otherwise, in the material.
- 6. As to the City, the Applicant purchases the material "as is". The Applicant acknowledges and agrees that City shall not be liable in any event to the Applicant for any loss, delay, or damage of any kind or character resulting from defects in, or impurity of, the material hereby sold to the Applicant.
- 7. The City will accept no refunds of any material, either due to excess or dissatisfaction.

#### **Billing, Accounts and Credit Applications**

- 8. If the Applicant elects to apply for a credit account, then the Applicant may be required to provide the City of Regina with a deposit on account before the City of Regina releases any granular material. Deposit amounts will be determined based on credit reference checks.
- **9.** The City of Regina shall hold the deposit in the Applicant's account until the Applicant requests in writing for the account to be closed and there is no outstanding debt owed to the City.
- **10.** The City of Regina may choose to apply the deposit to the account arrears.
- 11. All charges are due and payable 30 days from the date of the invoice issued by the City of Regina.
- **12.** Charges remaining unpaid after 30 days from the date of the invoice shall be deemed to be in arrears and the City of Regina shall have the right to suspend or cancel charging privileges for future sales of asphalt/granular materials until outstanding fees are paid in full.
- **13.** Accounts not paid as of the due date will be subject to late payment charges of 1.50% per month (18% per annum).
- **14.** If the Applicant's business is not incorporated, the Contact Person hereby accepts all responsibility for any obligations of the Applicant incurred through the sale of asphalt/granular materials and shall be held liable for any outstanding fees.
- **15.** The Applicant acknowledges and agrees that the City of Regina is hereby authorized to apply any amount payable by the City of Regina to the Applicant, pursuant to other contracts between the City of Regina and the Applicant, to any past due payments payable to the City of Regina in relation to the asphalt/granular material sales.

#### Indemnity

- **16.** The Applicant shall indemnify the City against, and hold the City harmless from, any and all claims, action, suits, proceedings, costs, expenses, damages and liabilities including legal fees, arising out of, connected with, or resulting from the material.
- 17. The Applicant recognizes and agrees that included in this indemnity clause, but not by way of limitation, is the Applicant's assumption of any and all liability for injury, disability and death of workers and other persons caused by the use, control, handling or transportation of the material and to any damages to the Applicant's equipment or vehicles.

The City reserves the right to amend or modify these terms and conditions at any time by mailing notice of such amendment or modification to the Applicant.

### I acknowledge, accept and agree to all of these terms and conditions.

(*Print Name)* Signing Agent *(Print Name)* Director of Roadways & Transportation

(Signature) Signing Agent *(Signature)* Director of Roadways & Transportation

Date (DD/MM/YYYY)

Date (DD/MM/YYYY)

Information provided by users is collected and used in accordance with The Local Authority Freedom of Information and Protection of Privacy Act (Saskatchewan). By using this service you consent to the use of your personal information and to receiving electronic communications from the City of Regina, which uses IT software and hardware that is operated and maintained by a third-party in another jurisdiction.

If you wish to revoke the consent to disclose confidential or personal information and to cease receiving electronic communications as herein described, your sole and exclusive remedy is to provide the City with appropriate notice and discontinue using this service.