

## **SAMPLE COLLECTOR AGREEMENT CHANGE NOTICE**

TO: [name of collector] (“**Collector**”)

RE: Change Notice No. [1] regarding Collector Agreement dated [**original agreement Effective Date**] (“**Collector Agreement**”) between Collector and Ontario Tire Stewardship (“**OTS**”)

DATE: [date] (“**Change Notice Date**”)

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Please be advised that, in accordance with Section 15.5 of the Collector Agreement, OTS is amending the Collector Agreement as follows:

- I. Article 3 of the Collector Agreement is amended by adding the following as Section 3.2:
  - 3.2 Except as provided in Section 8.9, Collector shall accept for collection and consign to a Registered Hauler only Used Tires which are consigned by the original end-user of such Used Tires. For greater clarity, Collector may not accept Used Tires which have been collected or accumulated by another business.
- II. Article 8 of the Collector Agreement is amended by adding the following as Section 8.9:
  - 8.9 Notwithstanding the provisions of Section 3.2 hereof, the Collector may accept Used Tires for collection which have been collected or accumulated by another business (such business a “**Subcollector**”), upon the following terms:
    - (a) Collector may only accept Used Tires from Subcollectors which have executed an agreement (the “**Subcollector Agreement**”) in the form attached as Schedule “A” hereto, and a copy of which has been provided to OTS.
    - (b) By accepting Used Tires collected by a Subcollector, Collector becomes fully responsible for such Used Tires, and assumes liability for any breach of this Agreement associated with such Subcollector or the Used Tires accepted from the Subcollector. For greater clarity, if any act of a Subcollector with respect to Used Tires accumulated, stored or consigned to a Registered Hauler would constitute a breach of this Agreement if Subcollector were a party, such breach shall be considered to be a breach by the Collector, and OTS may take any action against the Collector which is provided under this Agreement, as though the breach had been performed by the Collector.
    - (c) Collector agrees that only tires deemed eligible for the payment of a Collection Allowance may be claimed by the Collector as eligible for the payment of such Collection Allowance. Used Tires received by a Collector from a Subcollector that would not be eligible for payment of

such Collection Allowance were the Subcollector party to an Agreement with OTS shall not be claimed by the Collector as eligible.

- III. The Collector Agreement is amended by appending the following as Schedule “A” to the Collector Agreement:

#### **SCHEDULE “A”**

##### **SUBCOLLECTOR LETTER AGREEMENT**

**[date]**

**[name of subcollector]**

**[address of subcollector]**

Dear Sir:

Re: Used Tire Collection Services

You have expressed an interest in having **[name of collector]** provide used tire collection service to you under the Used Tires Program Plan administered by Ontario Tire Stewardship. We are happy to provide you with used tire collection services, on the following terms:

- (1) You may not charge any fees, such as “tire recycling” or “environmental” fees, to members of the public when used tires are removed from their vehicle.
- (2) You agree to complete all manifests and documents provided by us, to record and report all transactions involving used tires.
- (3) You agree that Ontario Tire Stewardship, or agents working on its behalf, may inspect any portion of your business which deals with used tires, including books and records, at any time during business hours, and you agree to cooperate with any inspection and provide all books and records which Ontario Tire Stewardship or its agents request.
- (4) If you violate any part of this agreement, we may immediately cease all used tire collection services without any prior notice to you.

If you agree with these terms, please sign and date below and return an original signed copy to us at **[collector address]**.

Yours truly,

\_\_\_\_\_  
**[Collector name& Signature]**

\_\_\_\_\_  
**[Date]**

On behalf of **[subcollector name]**, I agree to the terms of this letter as of the date written at the top of this page.

\_\_\_\_\_  
**[Subcollector name & Signature]**

\_\_\_\_\_  
**[Date]**

This is a Change Notice under Section 15.5 of the Collector Agreement.

In accordance with Section 15.5 of the Collector Agreement, the amendments to the Collector Agreement described in this Change Notice will become effective 45 days after the Change Notice Date indicated on the first page of this Change Notice, following which this Change Notice should be consulted together with the Collector Agreement in order to determine the rights and duties of the parties under the Collector Agreement.

If the Collector does not accept the changes described in this Change Notice, the Collector's must deliver a Rejection Notice in accordance with Section 15.5 of the Collector Agreement, 30 days after which the Collector Agreement and the Collector's entitlements and responsibilities under it will be terminated.