



CORPORATION OF THE TOWNSHIP OF ESQUIMALT

1229 ESQUIMALT ROAD, ESQUIMALT, B.C. V9A 3P1

Telephone (250) 414-7107

FAX (250) 414-7111

Name: _____

Civic Address: _____ Folio #: _____

Mailing Address: _____

I, the undersigned, hereby authorize the Corporation of the Township of Esquimalt (Township of Esquimalt) to deduct monthly payments from my account for the purpose of instalment payments towards my property taxes for the above noted property. Payments will commence on the first business day of each month, August to May (10 payments) in accordance with the terms and conditions outlined in this agreement as well as Schedule "B" 'Payor's PAD Agreement' for Business or Personal Pre-Authorized Debit (PAD) Plan. No debits will be withdrawn in June or July each year.

Home Owner Grant

I acknowledge and understand that I must apply for the Home Owner Grant (if eligible) by the main billing date in July each year to avoid penalties

Changes

Once the PAD plan is started, it will automatically continue from year to year until notification in writing is received by the Township of Esquimalt at least 10 days prior to the next debit date. The Township of Esquimalt requires notification of changes to your financial institution, changes in monthly debit amount, cancellations, including sale of properties, and all phone numbers and mailing address changes.

Dishonoured Payments

This acknowledges the right of the Township of Esquimalt to cancel my participation in the PAD plan if my financial institution does not honour two consecutive debits. All dishonoured payments will be subject to a service charge set by the Township of Esquimalt.

Eligibility

The property tax account must be paid in full at time of application for processing to proceed. The applicant must also have chequing account privileges at a financial institution in Canada.

Interest

We will pay interest on all payments from payment date to the property tax due date at an annualized rate, currently at 2.00%. The interest amounts are added to your property tax account.

Monthly Payments

All debits will occur on a monthly basis and will be processed based on the fixed amount selected by you, or the calculated amount as described below. Minimum payments are set at \$25.00 per month; maximum or calculated payments as printed on the current years' property tax notice are calculated using column A, B or C, as applicable, and dividing by 11.; debit amounts can be rounded up to the nearest \$5.00.

Calculated amounts are an estimate based on the previous year's gross taxes, less Home Owner

Grant, if claimed.

For example a person who had gross taxes for 2005 of \$2,385.58 and who is eligible for the basic Home Owner Grant of \$470: $(\$2,385.58 - 470.00) / 11 = \174.14 or \$180.00; this amount will determine the monthly amount. There are only 10 monthly payments, withdrawn from August to May, which will leave a balance outstanding, thus requiring one additional payment before the tax due date in addition to claiming a Home Owner grant, if applicable.

This calculation is not a guarantee of the amount of taxes that may be levied. The calculated monthly amount will be recalculated every year. Any balance owing on the annual tax notice must be paid by the due date to avoid penalties.

Please select one:

Calculated Monthly Amount: Amount \$_____ Circle: Column A B C

Fixed Monthly Amount: Amount \$_____

I certify that all information provided with respect to the account is accurate. I warrant and guarantee that all persons whose signatures are required to sign on the account have signed these agreements.

Signature:_____ Date:_____

Signature:_____ Date:_____

Please return items below to:

- 1) Completed form
- 2) Payor's PAD Agreement (Schedule "B") Business or Personal Pre-Authorized Debit Plan Authorization of the Payor to the Payee to Direct Debit on Account
- 3) Business or Personal Pre-Authorized Debit Plan Terms & Conditions
- 4) VOID cheque from account to use for program

Corporation of the Township of Esquimalt
1229 Esquimalt Rd,
Esquimalt B.C.
V9A 3P1
Phone: (250) 414-7100

PAYMENT INFORMATION *(Please type or print clearly)*

Please specify whether the payment is a: <i>(Please check one)</i>	<input type="checkbox"/> Fixed Amount: <i>(Please specify)</i> _____ <input checked="" type="checkbox"/> Variable Amount: If variable, please specify whether there is a maximum amount or indicate N/A if there is no maximum amount: _____
Occurring at: <i>(Please check one)</i>	<input checked="" type="checkbox"/> Set intervals: Please specify the timing (i.e. weekly, bi-weekly, monthly) <u>monthly</u> <input type="checkbox"/> Sporadic intervals
Are top-ups or adjustments permissible? <i>(Please check one)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

* This form is for PADs which relate to commercial activities of a Payor who is a corporation, organization, trade, association, government entity, profession, venture or enterprise.

PAYOR'S PAD AGREEMENT
Business Pre-Authorized Debit Plan
Terms & Conditions

1. In this Agreement "we", "us" and "our" refers to the Payor indicated on the reverse hereof.
2. We agree to participate in this Business Pre-Authorized Debit Plan and we authorize the Payee indicated on the reverse hereof and any successor or assign of the Payee to draw a debit in paper, electronic or other form for the purpose of making payment for goods or services related to our commercial activities (a "Business PAD") on our account indicated on the reverse hereof (the "Account") at the financial institution indicated on the reverse hereof (the "Financial Institution") and we authorize the Financial Institution to honour and pay such debits. This Agreement and our authorization are provided for the benefit of the Payee and our Financial Institution and are provided in consideration of our Financial Institution agreeing to process debits against our Account in accordance with the Rules of the Canadian Payments Association. We agree that any direction we may provide to draw a Business PAD, and any Business PAD drawn in accordance with this Agreement, shall be binding on us as if signed by us, and, in the case of paper debits, as if they were cheques signed by us.
3. We may revoke or cancel this Agreement at any time upon notice being provided by us either in writing or orally. We acknowledge that in order to revoke or cancel the authorization provided in this Agreement, we must provide notice of revocation or cancellation to the Payee. This Agreement applies only to the method of payment and we agree that revocation or cancellation of this Agreement does not terminate or otherwise have any bearing on any contract that exists between us and the Payee.
4. We agree that our Financial Institution is not required to verify that any Business PAD has been drawn in accordance with this Agreement, including the amount, frequency and fulfillment of any purpose of any Business PAD.
5. We agree that delivery of this Agreement to the Payee constitutes delivery by us to our Financial Institution. We agree that the Payee may deliver this Agreement to the Payee's financial institution and agree to the disclosure of any information which may be contained in this Agreement to such financial institution.

Delete either
6(a) or 6(b) as
applicable

6. (a) We understand that with respect to:
 - (i) fixed amount Business PADs occurring at set intervals, we shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least ten (10) calendar days before the due date of the first Business PAD, and such notice shall be received every time there is a change in the amount or payment date(s);
 - (ii) variable amount Business PADs occurring at set intervals, we shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least ten (10) calendar days before the due date of every Business PAD; and
 - (iii) fixed amount and variable amount Business PADs occurring at set intervals, where the Business PAD Plan provides for a change in the amount of such fixed and variable amount PADs as a result of our direct action (such as, but not limited to, a telephone instruction) requesting the Payee to change the amount of a PAD, no pre-notification of such changes is required.

- OR -

- (b) We agree to either waive the pre-notification requirements in section 6(a) of this Agreement or to abide by any modification to the pre-notification requirements as agreed to with the Payee.

If Payor agrees
to waive pre-
notification,
Payor must
sign where
indicated

Signature of Payor

Signature of Payor

7. We agree that with respect to Business PADs, where the payment frequency is sporadic, a password or secret code or other signature equivalent will be issued and shall constitute a valid authorization for the Payee or its agent to debit our account.

8. We may dispute a Business PAD by providing a signed declaration to our Financial Institution under the following conditions:
 - (a) the Business PAD was not drawn in accordance with this Agreement;
 - (b) this Agreement was revoked or cancelled; or
 - (c) any pre-notification required and not waived by section 6(b) was not received by us.
 We acknowledge that, in order to obtain reimbursement from our Financial Institution for the amount of a disputed Business PAD, we must sign a declaration to the effect that either (a), (b) or (c) above took place and present it to our Financial Institution up to and including but not later than ten (10) business days after the date on which the disputed Business PAD was posted to our Account. We acknowledge that, after this ten (10) business day period, we shall resolve any dispute regarding a Business PAD solely with the Payee, and that our Financial Institution shall have no liability to us respecting any such Business PAD.

9. We certify that all information provided with respect to the Account is accurate and we agree to inform the Payee, in writing, of any change in the Account information provided in this Agreement at least ten (10) business days prior to the next due date of a Business PAD. In the event of any such change, this Agreement shall continue in respect of any new account to be used for Business PADs.

10. We warrant and guarantee that all persons whose signatures are required to sign on the Account have signed this Agreement below. In addition we warrant and guarantee, where applicable, that we have the authority to electronically agree to commit to this Agreement by secure electronic signature and that our secure electronic signature conforms with the requirements of Rule H1.

11. We understand and agree to the foregoing terms and conditions.

12. We agree to comply with the Rules of the Canadian Payments Association, or any other rules or regulations which may affect the services described herein, as may be introduced in the future or are currently in effect and we agree to execute any further documentation which may be prescribed from time to time by the Canadian Payments Association in respect of the services described herein.

13. Applicable to the Province of Quebec only: It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

_____ Name of Payor	Per: _____	_____ Signature of Authorized Signing Officer Name: Title:	_____ Date
	Per: _____	_____ Signature of Authorized Signing Officer Name: Title:	_____ Date