

**Form 2.1  
LICENCE SPONSORSHIP APPLICATION**

**SCHEDULE 3  
SPONSORSHIP AGREEMENT**

**Name of Licensee (“Sponsor”):**

\_\_\_\_\_

**Name and Port Pass # of Sponsored Independent Operator, (together with any eligible employees of the Sponsored Independent Operator, the “Sponsored IO”)**

*Name:* \_\_\_\_\_

*Port Pass #:* \_\_\_\_\_

Pursuant to the Sponsor’s application for an Access Agreement and a Container Trucking Services License, the Sponsor and the Sponsored IO hereby apply for Sponsorship.

The Sponsor and the Sponsored IO acknowledge and agree that:

- 1) the capitalized terms in this Schedule have the same meaning as those terms are defined in the Container Trucking Services Licence issued to the Sponsor;
- 2) the Sponsorship will not be effective unless and until the Commissioner confirms his or her approval of same in writing;
- 3) the Sponsored IO is bound by all of the covenants of the Sponsor contained in the Licence issued by the Commissioner to the Sponsor. For greater certainty, but without limitation, the Sponsor and the Sponsored IO are subject to all of the provisions of the Container Trucking Legislation;
- 4) if the Sponsored IO uses the services of any other person to undertake Container Trucking Services, that person must be an employee of the Sponsored IO and identified in the form attached as Appendix 1;
- 5) all data respecting trucks must be provided in accordance with the Commissioner’s and the Vancouver Fraser Port Authority’s application processes;
- 6) all data submitted to the Commissioner must be kept current. It is the Sponsor’s obligation to notify the Commissioner forthwith if any of the information of the Sponsor, the Sponsored IO or the Sponsored IO’s employees changes;
- 7) either the Sponsor or the Sponsored IO may terminate the Sponsorship at any time, upon notice to the other party, and to the Commissioner;
- 8) within forty-five (45) calendar days of termination:
  - a) if the Sponsor terminates, the Sponsored IO may secure an alternate Sponsor; and
  - b) if the Sponsored IO terminates, the Sponsor may either secure an alternate Owner Operator through Sponsorship or add an Approved Vehicle; and
  - c) if neither a) or b) occurs, the original Truck Tag is automatically subject to re-allocation by the Commissioner in his or her discretion;
- 9) for an unplanned absence of a Sponsored IO of a medical nature or other extenuating circumstances, the Sponsor may request that the Commissioner place the original Truck Tag in abeyance and issue a provisional Truck Tag to the Sponsor;
- 10) Within thirty days of the commencement of the absence, if the Sponsored IO wishes to resume utilization of the original Truck Tag, the Sponsor must provide seven (7) days written notice to the Commissioner of the Sponsored IO’s planned return to work and, upon receipt of this notice, the Commissioner must eliminate the provisional Truck Tag;
- 11) the terms and continuation of the Sponsorship Agreement are subject to the Commissioner’s discretion.

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PLEASE NOTE:

- A) APPLICATIONS WILL NOT BE CONSIDERED UNLESS THE SPONSORED IO AND ANY PERSON EMPLOYED BY THE SPONSORED IO TO UNDERTAKE CONTAINER TRUCKING SERVICES HAS SUBMITTED TO THE SPONSOR A COMPLETED CONSENT TO DISCLOSE, IN THE FORM ATTACHED AS SCHEDULE 4 TO THE CONTAINER TRUCKING SERVICES LICENCE ISSUED TO THE SPONSOR;
- B) NO ACTIONS TAKEN PURSUANT TO ANY OF THE SECTIONS ABOVE IMPACT ANY OF THE CONDITIONS OF THE ACCESS AGREEMENT;

**By signing in the space provided below, the Sponsor and the Sponsored Owner Operator confirm that they agree to the terms and conditions set out above.**

Dated this \_\_\_ day of \_\_\_\_\_, 201\_\_.

<p><b>SPONSOR</b>, <i>by its duly authorized signatory</i></p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name (please print)</p> <p>_____</p> <p>Company Name (please print)</p>	<p><b>WITNESS</b></p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name (please print)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Address</p>
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<p><b>SPONSORED INDEPENDENT OPERATOR</b>, <i>by its duly authorized signatory or signatories, if a corporate entity</i></p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name (please print)</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name (please print)</p>	<p><b>WITNESS</b></p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name (please print)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Address</p>
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**Appendix 1: Information Re Employees of Sponsored IO's**

<b>Port Pass Number</b>	<b>First Name</b>	<b>Middle Name</b>	<b>Last Name</b>