

## SCHEDULE 2

### SPONSORSHIP AGREEMENT

<b>Licensee Business Name (“Sponsor”):</b>  _____
<b>(“Sponsored Independent Operator”)</b> <i>Sponsored Independent Operator Name:</i>  
<b>Independent Operator Business Name (if any)</b>  
<i>Telephone #:</i>  
<i>Email:</i>  
<i>Sponsored Independent Operator Port Pass #:</i>  
<i>BC Class 1 Driver’s License #</i>  
<b>Experience as Container Trucking Services Driver with any Licensee (check only one).</b>  Less than 2340 hours <input type="checkbox"/> 2340 hours or more <input type="checkbox"/>  Approved Vehicle part of Licensee Fleet Insurance Plan: yes <input type="checkbox"/> no <input type="checkbox"/>  <b>Payment Structure:</b>  Sponsored IO to be paid: hourly <input type="checkbox"/> per trip <input type="checkbox"/>  <b>Payroll Deductions (check each that applies)</b> <input type="checkbox"/> Sponsor’s payment of fuel on behalf of Sponsored IO <input type="checkbox"/> Sponsor’s payment of Approved Vehicle insurance on behalf of Sponsored IO

I confirm the information above is accurate and correct \_\_\_\_\_  
(I/O initial)

Pursuant to the Sponsor's Container Trucking Services Licence, the Sponsor and the Sponsored Independent Operator ("Sponsored IO") acknowledge and agree that:

- 1) The Sponsored IO is a party to a Joinder Agreement with the Vancouver Fraser Port Authority.
- 2) The Sponsored IO is an individual who currently holds a valid Port Pass;
- 3) The Sponsored IO owns or has an interest in the Approved Vehicle.
- 4) The Sponsored IO is an individual who currently holds a valid Class 1 BC Driver's License;
- 5) The Sponsor does not have any financial interest (directly or indirectly) in the Sponsored IOs Approved Vehicle;
- 6) The Sponsored IO is on the IO List held and administered by the OBCCTC;
- 7) The Sponsor requires the services of the Sponsored Independent Operator to perform Container Trucking Services;
- 8) If the Sponsored IO uses the services of an Indirectly Employed Operator (IEO) to undertake Container Trucking Services, that sole person must be an employee of the Sponsored IO and identified in the form attached as Appendix 1;
- 9) The Sponsored IO may not employ more than one IEO at a time to undertake Container Trucking Services or use the services of an IEO to replace a Sponsored IO longer than the term specified by the Commissioner in the Tag Policy;
- 10) The Sponsored IO performs Container Trucking Services a majority of the time while providing Container Trucking Services for the Sponsor.
- 11) The Sponsor and Sponsored IO agree the Payroll Deductions are the only non-statutory deductions that are permitted.
- 12) The Sponsor must provide the Sponsored IO an itemized listing of the expenses that match the Payroll Deductions at the time of the deductions.
- 13) The Sponsored IO may cancel the Payroll Deductions upon 30 days written notice to the Sponsor.
- 14) It is the Sponsor's obligation to notify the Commissioner forthwith if any of the information of the Sponsor, the Sponsored IO or the IEO changes within five (5) business days of change;

#### Indirectly Employed Operator

- 15) The Sponsored IO is entitled to hire one IEO as a relief driver under this Sponsorship Agreement.
- 16) IEO must be an employee of the Sponsored IO and identified in the form attached as Appendix A;
- 17) Sponsored IO is required to pay the regulated Compensation for an IEO and maintain Payroll Records in accordance with Appendix B.
- 18) The Sponsor or Sponsored IO is not permitted to directly or indirectly deduct any Business Costs from the Compensation of an IEO.
- 19) A Sponsored IO is required to comply with the following:
  - a. remuneration requirements of the IEO as set out in the *Container Trucking Act* and *Container Trucking Regulation* and the Commissioner's Rate Order;
  - b. the requirements set out in the *Employment Standards Act* RSBC 1996, c. 113 as amended;

I confirm I have read this page \_\_\_\_\_  
(I/O initial)

- c. update the Commissioner and Sponsor in writing upon hiring, layoff, suspension, or termination of an IEO;
  - d. provide the Commissioner upon request the required Payroll Records of the IEO as set out in Appendix B (Sponsorship Agreement).
  - e. The *Personal Information Protection Act* as it related to the employment of an IEO.
- 20) The Sponsor will ensure that the Sponsored IO carries out the obligations to the IEO as set out in this Sponsorship Agreement and will indemnify the IEO for any remuneration deemed owed to the IEO by the Commissioner.

#### Termination of Sponsorship Agreement

- 21) The Commissioner may terminate the Sponsorship Agreement if any of the following occurs:
- a. In accordance with a requirement set out in the Tag Policy.
  - b. Sponsored I/O resigns or is laid off or terminated for any reason.
  - c. Sponsored I/O is removed from the I/O List.
  - d. Sponsored I/O's Port Pass is rescinded or not renewed.
  - e. Sponsored I/O fails to produce or maintain the records for IEOs set out in Appendix 2 of the Sponsorship Agreement.
  - f. Sponsored I/O no longer owns or has an interest in an Approved Vehicle.
  - g. Sponsored I/O is no longer performing regulated Container Trucking Services.
  - h. Sponsored I/O is paid directly or indirectly by another Licensee who is not a signatory to this Sponsorship Agreement.
  - i. Commissioner withdraws or suspends the Sponsored I/Os truck tag.
  - j. Sponsor's licence is suspended, cancelled, or expired.
  - k. Sponsor or the Sponsored I/O attempts to remove, exchange, sell, purchase, alter, destroy or fail to report a removed or damaged truck tag issued by the Commissioner.
- 22) Either the Sponsor or the Sponsored IO may terminate the Sponsorship at any time, upon notice to the other party, and to the Commissioner.
- 23) The terms and continuation of the Sponsorship Agreement are subject to the Commissioner's discretion.

#### **General Terms:**

- 24) The terms and continuation of the Sponsorship Agreement are subject to the Commissioner's discretion.
- 25) 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;
- 26) Any breach of the terms of the Sponsorship Agreement by the Sponsor or the Sponsored IO may lead to termination of the Sponsorship Agreement by the Commissioner.
- 27) The Sponsored IO can only be a party to one sponsorship agreement at a time.
- 28) The Sponsorship Agreement cannot be bought, sold or transferred.
- 29) The Sponsorship Agreement will not be effective unless and until the Commissioner communicates approval in writing.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

<p><b>SPONSOR</b>, <i>by its duly authorized signatory</i></p>  <p>_____ Signature</p>  <p>_____ Name (please print)</p>  <p>_____ Company Name (please print)</p>	<p><b>WITNESS:</b></p>  <p>_____ Signature</p>  <p>_____ Name (please print)</p>  <p>_____ Address (please print)</p> <p>_____</p>
<p><b>SPONSORED INDEPENDENT OPERATOR</b>, <i>by its duly authorized signatory</i></p>  <p>_____ Signature</p>  <p>_____ Name (please print)</p>  <p>_____ Address (please print)</p> <p>_____</p> <p>_____</p>	<p><b>WITNESS:</b></p>  <p>_____ Signature</p>  <p>_____ Name (please print)</p>  <p>_____ Address (please print)</p> <p>_____</p> <p>_____</p>

**APPENDIX A**  
**INDIRECTLY EMPLOYED OPERATOR INFORMATION**

<b>Valid Port Pass Number</b>	<b>First Name</b>	<b>Middle Name</b>	<b>Last Name</b>	<b>Hours of experience with any Licensee</b>

<i>Address of IEO</i>			
<i>Home Address</i>	<i>City</i>	<i>Province</i>	<i>Postal Code</i>
<i>Email Address of IEO</i>	<i>Phone number</i>	<i>Cell phone</i>	<i>Other</i>

<i>Sponsored IO Information*</i>	
<i>CRA Payroll deduction number (15-character number)^</i>	
<i>Worksafe BC Employer account number^</i>	

\*IEOs are employees of the Sponsored IO and the Sponsored IO must provide this information in order to nominate an IEO. CRA and Worksafe BC accounts cannot be the those of the Licensee.

^Sponsored IOs can only use an IEO if this information provided.

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(I/O initial)