

Qualified Suppliers Agreement (Service Providers)

THE PARTIES to this Agreement are Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Technology, Innovation and Citizens' Services (the "Province") and the undersigned (the "Supplier").

WHEREAS:

- A. The *Manufactured Home Act* (the "Act"), and the regulations passed pursuant to it (the "Regulations") (collectively, the "Legislation"), provide for the electronic filing of several types of transactions required under the Legislation to be filed with the MHR;
- B. The filing of such transactions is available through BC OnLine;
- C. Such transactions are divided into two categories, Open Transactions and Restricted Transactions;
- D. Any BC OnLine account-holder may perform the Open Transactions;
- E. Only Qualified Suppliers may perform the Restricted Transactions; and
- F. The Supplier wishes to become a Qualified Supplier pursuant to the terms of this Agreement.

NOW THEREFORE the parties agree as follows:

DEFINITIONS

- 1) In this Agreement and the recitals to it, unless the context requires otherwise, the following definitions will apply:
 - a) "BC OnLine" means the internet service entitled "BC OnLine", which provides fee-based internet access to certain Province of British Columbia computer systems, and is found at <http://www.bconline.gov.bc.ca>;

- b) “Effective Date” means the later of (i) the Province granting the Supplier status as a Qualified Supplier, and (ii) the coming into force of the Act;
 - c) “MHR” means the Manufactured Home Registry for the Province of British Columbia;
 - d) “Open Transactions” means electronic filings that may be performed by any BC OnLine account-holder, and includes Searches and Transport Permits; “Qualified Supplier” means a person designated by the registrar of the MHR as a qualified supplier for the purposes of the Legislation;
 - e) “Residential Exemption” means an exemption from the application of the Legislation made pursuant to section 21 of the Act and section 5(1) of the Regulations;
 - f) “Restricted Transactions” means electronic filings that may be performed only by Qualified Suppliers, and includes Transfers and Residential Exemptions;
 - g) “Search” means an electronic request for information from the MHR, made pursuant to section 20 of the Act and section 20 of the Regulations;
 - h) “Transfer” means a notice of transfer of property in a manufactured home pursuant to section 7 of the Act and section 6 of the Regulations;
 - i) “Transport Permit” means a permit to transport a manufactured home, issued in accordance with the terms of the Legislation; and
 - j) “User” means any individual employed by the Supplier and granted access to the Supplier’s BC OnLine account for the purpose of performing Restricted Transactions pursuant to this Agreement.
- 2) Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
 - 3) The division of this Agreement into articles and paragraphs and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

WARRANTY

- 4) The Supplier warrants that:
 - a) The Supplier has the power and capacity to accept, execute and deliver this Agreement;
 - b) The Supplier is a BC OnLine account-holder;

- c) The Supplier is registered to conduct business in the Province of British Columbia;
- d) The Supplier has obtained approval from the MHR to become a Qualified Supplier (Service Provider, Category A) pursuant to the application process for Qualified Suppliers (Service Provider) described at <http://www.bcregistryservices.gov.bc.ca/bcreg/mhrpg/index.page>;
- e) If the Supplier is not an individual, the individual who executes this Agreement on the Supplier's behalf is (i) authorized to do so by the Supplier, and (ii) the authorized signatory for the Supplier's BC OnLine account; and
- f) This Agreement is legally binding upon and enforceable against the Supplier in accordance with its terms.

AGREEMENT

- 5) By completing and signing this Agreement, the Supplier is deemed to have accepted the terms and conditions of this Agreement, together with any applicable Schedules. Upon receipt of the Agreement, the Province may, at its sole discretion, grant the Supplier status as a Qualified Supplier of the Restricted Transactions, and provide the Supplier with access to the Restricted Transactions through the Supplier's BC OnLine account.
- 6) The Province may, but is not obliged to, post the name and city/geographic area of Qualified Suppliers on the Manufactured Home Registry's website, which is found at <http://www.bcregistryservices.gov.bc.ca/bcreg/mhrpg/index.page>.
- 7) This Agreement becomes effective upon the Effective Date. If the Province does not grant the Supplier status as a Qualified Supplier pursuant to paragraph 5 above, this Agreement is rescinded.

COVENANTS

- 8) The Supplier will perform all Restricted Transactions in accordance with the provisions of the Legislation, and the Supplier will ensure that all Users perform all Restricted Transactions in accordance with the provisions of the Legislation.
- 9) Without limiting the effect of paragraph 8 above, the Supplier will ensure that the Supplier and any Users are adequately trained and possess the required knowledge to perform the Restricted Transactions, which training and knowledge includes:
 - a) familiarity with the Legislation, as well as any additional relevant legal instruments pertaining to the filing of documents online;
 - b) knowledge of how to correctly complete any forms that must be filed to perform the Restricted Transactions;

- c) understanding of how to review such forms and transfer information without error using BC OnLine;
 - d) knowledge of how to verify that a name is a legal name, and understanding of the concept of legal names; and
 - e) understanding of the different types of tenancy and how each type should be filed with the MHR registry.
- 10) Without limiting the effect of paragraph 8 above, the Supplier will ensure that the Supplier and any User perform the following steps when performing Restricted Transactions:
- a) verify that the forms have been correctly completed (for example, all necessary fields are entered and signatures applied);
 - b) transfer information provided without error using BC OnLine;
 - c) verify that ownership and location details as recorded on the forms, land title search, or supplied by the client as the status quo prior to the filing, match the details recorded by the MHR;
 - d) identify issues with previous filings that may affect the ability to make a further filing, and communicate such issues to the MHR and the client and offer procedural advice on how to resolve such issues, where appropriate;
 - e) verify, as far as possible, that any name being entered for an owner is the owner's legal name; and
 - f) verify that all required witness information has been completed.
- 11) Without limiting the effect of paragraph 8 above, the Supplier acknowledges and will comply with the following requirements prescribed in the Legislation, as may be amended or updated from time to time:
- a) to retain and store documents (original documents or an image thereof) relating to the performance of Restricted Transactions for a period of 7 years;
 - b) to store documents retained in accordance with subparagraph a) above in electronic, microfilm, paper or other format, which allows copies to be made by means of a computer terminal or other electronic technology; and
 - c) to provide copies of documents retained in accordance with subparagraph a) above to persons who request them, within 7 days from the date of the request for such documents, at the address of the Supplier set out below.
- 12) Upon request, the Supplier will provide to the requesting party a copy or a certified copy of the documents described in paragraph 11 above, for the following fees:

- a) Copies will be provided for a fee of \$10.00 plus \$0.50 per page; and
 - b) Certified copies will be provided for a cost of \$35.00 plus \$0.50 per page.
- 13) The documents referred to in paragraph 11 a) above are to be held by the Supplier in trust for the Province, and will be delivered by the Supplier to the Province forthwith upon demand by the Province.
- 14) The Supplier will, without limiting its obligations and liabilities, and at its own expense, provide and maintain throughout the Term, with insurers authorized to do business in British Columbia, Comprehensive General Liability coverage in an amount not less than \$1,000,000 per occurrence against bodily injury, personal injury, and property damage and including liability assumed under this Agreement and including the Province as an additional insured.
- All such insurance will
- a) be primary,
 - b) not require the sharing of any loss by any insurer of the Province, and
 - c) provide the Province with 30 days advance written notice of cancellation or material changes.

TERM

- 15) This Agreement will be in effect from the Effective Date until terminated in accordance with the provisions of this Agreement.

TERMINATION

- 16) The Province may terminate this Agreement:
- a) immediately upon giving written notice of termination to the Supplier if, in the Province's sole opinion, the Supplier
 - i) breaches a term of this Agreement, including but not limited to its obligations pursuant to paragraphs 8 - 14 of this Agreement,
 - ii) ceases to meet the requirements of paragraph 4 of this Agreement, or
 - iii) becomes insolvent, commits an act of bankruptcy, makes a general assignment for the benefit of its creditors, or otherwise acknowledges its insolvency; and
 - b) for any other reason, on giving at least 10 days' written notice of termination to the Supplier.

WAIVER

17) No failure or delay on the part of the Province to complain of an act or omission on the part of the Supplier or a User, or to declare the Supplier in breach of this Agreement, will constitute a waiver by the Province of its rights under this Agreement.

ASSIGNMENT AND SUBCONTRACTING

18) The Supplier will not, without the prior written consent of the Province:

- a) Assign or transfer this Agreement or any of the Supplier's rights under this Agreement; and
- b) Subcontract any obligation of the Supplier under this Agreement.

AMENDMENT

19) The Supplier agrees that the Province may, at its sole discretion, amend the terms and conditions of this Agreement by providing notice of the revised Agreement to the Supplier. Continued performance of Restricted Transactions by the Supplier or any Users constitutes acceptance by the Supplier of the revised Agreement.

LIMITATION OF LIABILITY

20) The province assumes no responsibility or liability to any person performing Restricted Transactions, or accessing any information generated therefrom, and in particular:

- a) in no event will the Province and its servants, agents, directors, contractors, and employees be liable for direct, indirect, general, special, or consequential damages including personal injury, lost profits, lost savings, or any other incidental damages arising out of the performance of, or inability to perform the Restricted Transactions, or to utilize any information or data contained therein; and
- b) the Province and its servants, agents, directors, contractors, and employees make no warranty or representation, either express or implied, with respect to the Restricted Transactions.

INDEMNITY

21) The Supplier indemnifies and saves harmless the Province and its servants, agents, directors, contractors, and employees (each an "Indemnified Person") against any and all losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer, or be put to by reason of an act or omission of the Supplier or of its servants, agents, directors, contractors and employees, including but not limited to by reason of errors or omissions in the performance of Restricted Transactions, the unauthorized release of information to

third parties or the provision of incorrect, incomplete or misleading information to third parties.

GENERAL

22) Any notice, consent, waiver or other document referred to in this Agreement, to be effective, must be in writing and will be deemed validly given or delivered to and received by the addressee, if mailed then on the third business day after the mailing by prepaid post addressed, if sent by facsimile transmission then when so transmitted, or if sent by electronic mail then on entering an information system outside the control of the addressor,

if to the Province:

Manufactured Home Registry

Courier Location:

**200 – 940 Blanshard Street
Victoria BC V8W 3E6**

Mailing Address:

**PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3**

Attention: Administrator, Manufactured Home Registry

and, if to the Supplier:

to the address or email address specified on the below.

23) Any of the parties may give notice to the others of a substitute address, fax number, email address, or name or title of contact person from time to time.

24) This Agreement and any modification of it constitute the entire agreement between the parties.

25) The Schedules to this Agreement form an integral part of this Agreement.

26) Time will be of the essence of this Agreement.

27) This Agreement will not in any way make the Supplier or any User an employee, agent or independent contractor of the Province.

28) This Agreement will be for the benefit of and be binding upon the successors and permitted assigns of the Supplier.

29) All provisions of this Agreement in favour of the Province, and all rights and remedies of the Province, either at law or in equity, will survive the termination of this Agreement.

30) This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

IN WITNESS WHEREOF the Supplier has executed this Agreement for Qualified Suppliers (Service Provider) the _____ day of _____, 20_____.

(Print Legal Name of Supplier)

By: _____
(Signature)

(Print Name of Signatory) (Authorized Signatory)

(E-mail Address)

Postal Address of Supplier:

BC OnLine account information

(BC OnLine Account Name)

(BC OnLine Account Number)

(BC OnLine Account Userid - One Userid required for cross reference purposes)

Freedom of Information and Protection of Privacy Act (FOIPPA)
Personal information provided on this form is collected, used and disclosed under the authority of the FOIPPA and the *Manufactured Home Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Manager of Registries Operations at 1 877 526-1526, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.