

THIS IS EXHIBIT "A"  
REFERRED TO IN THE AFFIDAVIT  
OF \_\_\_\_\_  
SWORN BEFORE ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

THIS IS EXHIBIT "A"  
REFERRED TO IN THE AFFIDAVIT  
OF \_\_\_\_\_  
SWORN BEFORE ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

THIS AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

**BETWEEN:**

of the City of \_\_\_\_\_,  
(hereinafter called the "Vendor")

**OF THE FIRST PART**

-and-

of the City of \_\_\_\_\_,  
(hereinafter called the "Purchaser")

**OF THE SECOND PART**

**WHEREAS** the Vendor is the owner of a

\_\_\_\_\_  
(Year, Make of Vehicle, Serial No., Provincial Plate No.)  
operating as a taxicab in the City of Toronto.

**AND WHEREAS** the Purchaser is desirous of purchasing the said motor vehicle to operate as a taxicab in the City of Toronto, in the Judicial District of York.

**NOW THEREFORE IN CONSIDERATION OF THESE PRESENTS** and other valuable consideration, the parties hereto agrees as follows:

1. The Purchaser agrees to purchase from the Vendor one

\_\_\_\_\_  
(Year, Make of Vehicle, Serial No.)  
\_\_\_\_\_  
(Provincial Plate No.)

2. The Purchaser agrees to pay the Vendor the sum of \$(FULL PURCHASE PRICE) by cash or certified cheque as follows:

- (i) a deposit of \$\_\_\_\_\_.
  - (ii) the balance of \$\_\_\_\_\_ by cash or certified cheque to be paid to the Vendor on closing date of the sale.
3. The Vendor covenants and agrees that the said motor vehicle is free and clear of all liens and encumbrances and that he/she will execute a proper Bill of Sale for the said motor vehicle.
4. The closing date of this sale is to be by \_\_\_\_\_ or within  
(Date)  
 3 days of approval by the Municipal Licensing and Standards or by the Toronto Licensing Tribunal

**IN WITNESS WHEREOF** the parties of the first part and second part hereto have hereunto set their hands and seals.

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
 Witness

Vendor

**OR  
 FOR CORPORATION VENDORS**

\_\_\_\_\_  
 Witness

(Officer's name and position)  
 I have authority to bind the Corporation  
(Name of Corporation)

\_\_\_\_\_  
 Witness

Purchaser

**OR  
 FOR CORPORATION PURCHASERS**

\_\_\_\_\_  
 Witness

(Officer's name and position)  
 I have authority to bind the Corporation  
(Name of Corporation)

## FORM 1 - DECLARATION BY PARTIES TO THE AGREEMENT

WE, \_\_\_\_\_ VENDOR

and \_\_\_\_\_ PURCHASER

do solemnly declare:

1. That we are the parties to the attached agreement and as such have knowledge to the matters herein set out.
2. That the attached agreement constitutes the whole agreement between the parties relating to or in any way affecting the subject matter thereof and there are no other arrangements, agreements or understandings written or verbal between the parties concerning or affecting the subject matter of such agreement.
3. That we have carefully read over the said agreement and all the recitals of fact, statements and representations as to anything or matter therein contained are true and correct in every particular to our own personal knowledge.
4. That we are each of us fully aware that the making of any false or intentionally misleading recitals of fact, statements or representations in the said agreement constitutes a violation of the Municipal Code of the City of Toronto.
5. The total consideration for this transaction is the sum of \$ \_\_\_\_\_ which sum has been paid in cash or certified cheque from the Purchaser to the Vendor or is to be paid immediately upon the approval of this agreement by the Toronto Licensing Tribunal.
6. That there is no consideration of any sort for this agreement other than as herein set out and the Vendor has neither retained nor reserved, directly or indirectly, any interest in the subject matter of such agreement.
7. That we are each fully aware that should the attached agreement be approved by the Municipal Licensing and Standards or by the Toronto Licensing Tribunal, Taxicab Owner's Licence No. \_\_\_\_\_ with Taxicab Plate No. \_\_\_\_\_ shall be forthwith terminated and that the Municipal Licensing and Standards Division shall thereupon issue new licence(s) to the Purchaser in lieu thereof upon payment of prescribed fees.
8. And the purchaser for himself alone hereby solemnly declare that the following are the true and complete details of all financing arranged by him in connection with this transaction or in any way concerning it.

**NOTE: ALL BLANKS ARE TO BE FILLED IN. THE WORD "NIL" TO APPEAR OPPOSITE ANY BLANK NOT APPLICABLE.**

- (a) Monies from own resources
- (b) Loan from \_\_\_\_\_ for
- (c) Conditional sale agreement with  
for \_\_\_\_\_.
- (d) Chattel mortgage to
- (e) Any other lien, change of  
Encumbrance to \_\_\_\_\_ for

**TOTAL:**

And we each of us make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

**SEVERALLY DECLARED BEFORE ME AT THE**

\_\_\_\_\_ **OF**  
**IN THE** \_\_\_\_\_ **OF** \_\_\_\_\_  
**THIS** \_\_\_\_\_ **DAY OF**  
**20** \_\_\_\_\_.

Vendor

\_\_\_\_\_  
**A COMMISSIONER, ETC.**

Purchaser

## **NOTE**

**Where Corporations are involved, whether as parties to the agreement or in respect of the declaration in Form 2, such declaration is to be completed on behalf of the Corporation by an Officer thereof who shall in such declaration indicate his capacity with the Corporation and that he has personal knowledge of the facts set out in the declaration; and all such changes shall be made in the Form of the declaration as may be necessary to show that it has been made on behalf of such Corporation.**

**A declaration by any person purporting to be made on behalf of a Corporation shall be binding on the Corporation so far as the Municipal Licensing and Standards Division is concerned.**

**FORM 2 - STATUTORY DECLARATION**  
**by person financing this transaction,**  
**or holder of conditional sale agreement**  
**or chattel mortgage, or other lien, charge, or encumbrance**

I, \_\_\_\_\_, DO SOLEMNLY DECLARE AS FOLLOWS:

1. That I am the holder of \_\_\_\_\_ from  
(Description of Security)  
\_\_\_\_\_  
(Name of Purchaser) To myself.
2. I have had no dealings of any kind or nature whatsoever in regard to this transaction with the vendor herein.
3. The balance owing on my security as at this date is the sum \$ \_\_\_\_\_.
4. I am aware that my security does not in any way release to the license or licenses issued with respect to the subject matter of the attached agreement, and that in the event of the necessity of my exercising any of my rights in respect of the said security. I will have no interest whatsoever in any license issued by the Municipal Licensing and Standards Division, City of Toronto in respect of such subject matter of this Agreement.

**AND I** make this solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath and by virtue of **THE CANADA EVIDENCE ACT**.

**DECLARED BEFORE ME** at the

\_\_\_\_\_ of

in the

of

this \_\_\_\_\_ day of \_\_\_\_\_

20 \_\_\_\_\_.

Signature

**A COMMISSIONER, ETC**

**DECLARATION TO BE COMPLETED BY SOLICITOR FOR PURCHASER**

I, \_\_\_\_\_, Solicitor, Telephone Number \_\_\_\_\_

do hereby solemnly declare as follows:

1. I am the Solicitor for \_\_\_\_\_ the purchaser in this agreement.
2. The agreement herein annexed has been prepared by myself and in my opinion as Solicitor reflects the entire transaction between the parties in accordance with any instructions from my client.
3. All recitals of fact, statements and representations as to anything or matter contained in the said agreement or in any of the declarations attached to such agreement are, I verily believe, true and correct in every particular.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

**DECLARED BEFORE ME AT THE**

\_\_\_\_\_ OF

IN THE \_\_\_\_\_ OF

THIS \_\_\_\_\_ DAY OF

20\_\_\_\_\_.

Signature

**A COMMISSIONER, ETC.**

BETWEEN:

(Vendor name)

- and -

(Purchaser name)

**AFFIDAVIT**

I, \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Place of Residence)

MAKE OATH AND SAY AS FOLLOWS:

1. I am the \_\_\_\_\_ referred to in the Agreement dated \_\_\_\_\_  
(Purchaser/Vendor) (Date)  
  
and attached to this affidavit as Exhibit "A".
2. I read the attached Agreement and fully understand the terms and conditions of the Agreement.
3. I signed the attached Agreement on \_\_\_\_\_ 20 \_\_\_\_\_.  
(Date of Signing)
4. My signature was witnessed by \_\_\_\_\_.  
(Name of Witness)  
  
who resides at \_\_\_\_\_.  
(Address of Witness)
5. I was present when the \_\_\_\_\_ signed the Agreement.  
(Purchaser/Vendor)

**DECLARED BEFORE ME AT THE**

\_\_\_\_\_ OF

IN THE \_\_\_\_\_ OF

THIS \_\_\_\_\_ OF \_\_\_\_\_ 20 \_\_\_\_\_.  
(Name)

**A Commissioner for Taking Affidavit, Etc.**



BETWEEN:

(Vendor name)

- and -

(Purchaser name)

**AFFIDAVIT**

I, \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Place of Residence)

MAKE OATH AND SAY AS FOLLOWS:

1. I am the \_\_\_\_\_ referred to in the Agreement dated \_\_\_\_\_  
(Purchaser/Vendor) (Date)

and attached to this affidavit as Exhibit "A".

2. I read the attached Agreement and fully understand the terms and conditions of the Agreement.

3. I signed the attached Agreement on \_\_\_\_\_ 20\_\_\_\_.  
(Date of Signing)

4. My signature was witnessed by \_\_\_\_\_.  
(Name of Witness)

who resides at \_\_\_\_\_.  
(Address of Witness)

5. I was present when the \_\_\_\_\_ signed the Agreement.  
(Purchaser/Vendor)

**DECLARED BEFORE ME AT THE**

\_\_\_\_\_ OF

IN THE \_\_\_\_\_ OF

THIS \_\_\_\_\_ OF \_\_\_\_\_ 20\_\_\_\_.

**(Name)**

**A Commissioner for Taking Affidavit, Etc.**

# MUNICIPAL LICENSING AND STANDARDS

## COLLECTION OF INFORMATION

### PART II, SECTION 29 SUB-SECTION 2(a) (b) (c) MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF INDIVIDUAL PRIVACY

In relation to Application Personal Information is collected under the authority of the City of Toronto Act, 2006 and the City of Toronto Municipal Code, Chapter 546.

Any questions about the collection of this personal information may be directed to:

Manager of Licensing and Administration Services, Municipal Licensing and Standards,  
East York Civic Centre, 850 Coxwell Avenue, 3<sup>rd</sup> Floor, Toronto, Ontario, M4C 5R1  
Email: [mlstaxilimo@toronto.ca](mailto:mlstaxilimo@toronto.ca)

The information is required in order to process, issue, monitor and regulate the various licenses issued by Municipal Licensing and Standards Division, City of Toronto.

The foregoing has been brought to my attention and I acknowledge reading same.

Signature of Applicant: \_\_\_\_\_  
(VENDOR)

Signature of Applicant: \_\_\_\_\_  
(PURCHASER)

DATED AT \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_.

## **BY-LAW EXTRACTS PERTAINING TO SALE OF A TAXICAB**

### **City of Toronto Municipal Code, Chapter 546, Article V**

#### **§ 546-41. Sale of a taxicab; issuance of new licence to purchaser.**

A. No owner's licence shall be transferred, but, subject to any other provisions of this chapter, an owner of a standard or Toronto Taxicab may sell his or her taxicab and its equipment to any person, and upon the sale the owner's licence issued in respect of the taxicab shall be terminated.

B. Notwithstanding Subsection A, an owner of a Toronto Taxicab may not sell his or her taxicab unless that owner:

- (1) Obtained his or her Toronto Taxicab at least two full years before the sale; or
- (2) Obtained his or her Toronto Taxicab by converting his or her accessible or standard taxicab into a Toronto Taxicab.

C. Subject to Subsection D, ML&S may, in its discretion, issue a Toronto Taxicab or standard licence, corresponding to the type of licence held by the vendor, to the purchaser of a taxicab and its equipment subject to the following conditions:

- (1) That the applicant qualifies under all other provisions of this chapter;
- (2) That the applicant and the vendor file with ML&S an executed copy of a written agreement between the parties containing all the details of the dealings between the parties in respect of the taxicab and its equipment;
- (3) The agreement shall contain a declaration by both parties in a form supplied by ML&S and a further declaration by the solicitor for the purchaser in a form supplied by ML&S;
- (4) The agreement shall provide for the vendor to receive the total consideration for the transaction in cash or by certified cheque at the time that the transaction is completed;
- (5) There shall be attached to the agreement a declaration, in a form provided by ML&S, to be taken by any person or persons financing the transaction or holding any chattel mortgage, conditional sale contract, lien or charge of any type or description, whether equitable or legal and whether written or verbal, upon or relating to the taxicab or its equipment;
- (6) The making of a false or intentionally misleading representation in any such agreement or declaration shall be deemed a violation of the provisions of this chapter; and
- (7) An agreement may pertain to more than one taxicab vehicle and its equipment, but the vendor in such agreement shall not be permitted, notwithstanding anything else in this chapter, to purchase or otherwise acquire any additional taxicab owner's licences by any means for a period of five years following the date of the transaction.

D. Notwithstanding Subsections A, B and C, the Toronto Licensing Tribunal may, in its discretion, refuse to issue a new licence to a purchaser in a transaction under this section when it determines that it is not in the public interest to do so, and the Toronto Licensing Tribunal shall, upon demand from any party to the transaction, deliver written reasons for such decision.

**§ 546-56. Corporations; share transfers.**

A. Every limited liability taxicab company shall file with ML&S an annual return on a form supplied by ML&S, at the time their licence is renewed.

B. Where a corporation is the holder of a taxicab owner's licence or licences, the corporation shall forthwith notify ML&S in writing of all transfers of existing shares and of the issue of all new shares of the capital stock of the corporation.

C. Where, as a result of the transfer of existing shares or by the issue of new shares of a corporation, ML&S has reasonable grounds to believe that the corporation may not be entitled to the continuation of its licence in accordance with this chapter, the Toronto Licensing Tribunal may determine whether the licence shall be suspended, revoked, or have conditions placed on it.

D. Termination of licence upon transfer of controlling interest; review of licence.

(1) Where, by the transfer or sale of issued shares in, or by the issuance of new shares of, a corporation holding one or more taxicab owner's licences, the controlling interest in such corporation is sold, transferred, or acquired, such licence or licences shall be terminated, and ML&S may issue a new licence or new licences upon payment of all applicable fees.

(2) The Toronto Licensing Tribunal may, in its discretion, refuse to issue a new licence or licenses to a purchaser in a transaction under this section if it determines that it is not in the public interest so to do or for any other reason which it is authorized by law to consider.

E. Where the shares in a corporate owner are held wholly or in part by another corporation, such other corporation shall file with ML&S, at the same time as the owner, an annual return as provided in Subsection A, and if the return discloses that the shares in such other corporation are in turn held wholly or in part by a third corporation, such third corporation shall file an annual return under Subsection A, and so on until the names of individual persons are shown as the shareholders of all corporations having an interest, direct or indirect, in any owner's licence.