

# TAX AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of June, 200\_ AD

BETWEEN:

The Village of Breton  
In the Province of Alberta, Canada  
(Hereinafter called "the Village")  
OF THE FIRST PART

AND

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(Hereinafter called "the Owner")  
OF THE SECOND PART

For the property legally described as Lot \_\_\_\_\_ Block \_\_\_\_\_ Plan \_\_\_\_\_ or  
Certificate of Title \_\_\_\_\_; Tax Roll # \_\_\_\_\_

WHEREAS, the Council of the Village of Breton has considered it advisable to make provision to allow for the payment of taxes by monthly instalment; and

WHEREAS, the owner wishes to enter into an Agreement for the Prepayment of Taxes by monthly instalments;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for and in consideration of the monthly sums of \$ \_\_\_\_\_ from July 200\_\_ to December 200\_\_ and \$ \_\_\_\_\_ from January 200\_\_ to June 200\_\_ (hereinafter call "the instalments") paid by the owner to the Village, the Administrator shall apply the sum as payment for the current and/or future taxes against the property legally described above.

The Parties covenant and agree that the granting of this Agreement is subject to the terms, conditions, covenants and agreements hereafter set forth:

1. That for the purpose of determining the amount of taxes upon which the monthly instalment shall be calculated, the amount of the tax levy of the current year, plus or minus any outstanding amounts, will be used.

2. That each monthly installment shall be due and payable on the \_\_\_\_\_ day of each month, and that the Owner shall provide twelve (12) post-dated cheques (July of the current year to June of the following year) to meet this requirement.

\_\_\_\_\_  
INITIAL(S) AS READ AND UNDERSTOOD

3. That in the event that two (2) consecutive payments are not honoured, the Agreement becomes null and void and the Agreement is in default. The balance that remains owing shall forthwith become payable.

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INITIAL(S) AS READ AND UNDERSTOOD

4. That following the establishment of the mill rate by the Council of the Village of Breton for the current tax year, the Owner shall receive a tax notice showing any amounts of taxes prepaid or outstanding, with the balance of taxes owing.

5. That if all instalments are paid as agreed, the penalty clause as determined by Council, shall not apply.

6. That in the event of any or all instalments not being paid as agreed, this Agreement shall be in default and the taxes are due and payable in full as the due date stated on the tax notice.

7. That in the event of default after the due date stated on the tax notice a penalty of one and one quarter percent (1¼ %) calculated monthly shall apply on the outstanding balance, effective the original due date for the payment of the current taxes.

8. In the event of default, all penalties applicable by municipal bylaw will be applied to all outstanding taxes on the dates and at the percentages as stated in the current bylaw.

9. No owner will be permitted to prepay taxes other than for the current year.

10. All applications are to be completed no later than the 30<sup>th</sup> day of June in the current tax year.

VILLAGE OF BRETON

OWNER

\_\_\_\_\_

\_\_\_\_\_

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