



Tax Exemption & Reporting Enrollment Form

Instructions:

1. Complete part A and sign form at the bottom.
2. Attach FEDERAL Certificate of Buyer and STATE forms (see details below).
3. For questions on signing up for tax exemption and reporting, please call 1-866-841-3542 or email GovTaxServices@WEXInc.com.
4. E mail completed forms to TaxExemptForms@WEXInc.com, fax to 1-207-523-7104, or mail to Fleet Services, Tax Exempt Department, P.O. Box 639, Portland, ME 04104.
5. Retain the terms on page 2 for your records.

A. ACCOUNT INFORMATION

Fleet Name: County of Santa Barbara Sheriff's Office	WEX Account Number (if known):
Authorized Fleet Contact: Darin Fotheringham	Phone No.: 805-681-4112
Fleet Contact email: Dmf2210@sbsheriff.org	Fax No: 805-681-4079

Federal Taxpayer ID Number:

IMPORTANT: Eligibility may be limited based on applicable federal, state and local laws. You must fill out these forms completely and accurately in order to avoid delays in your program enrollment, so please follow the instructions carefully.

B. MOTOR FUEL TAX

- Tax regulations require us to maintain current copies of the following **applicable forms**, based on your eligibility:
 1. Federal — A Certificate of Buyer of Taxable Fuel in the name of WEX BANK (Included with this form.)
 2. State — Applicable state forms. (Obtain these from the appropriate state governing body.)
- Once we receive all of your **properly completed documentation** we will complete the tax exemption set up on your account within approximately three business days and start billing you net of the applicable taxes.

The parties agree that a signed transmission shall be considered valid for purposes of this enrollment form and that the parties hereby waive any claim that a transmission does not satisfy the requirements of a signature or writing under applicable law.

Authorized Fleet Signature *Paul [Signature]*

Date: 8-17-2021

USER (INTERNAL USE ONLY):

The information contained in this message is intended only for the use of the individual or entity named above and may contain confidential information. If the recipient of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at 1-800-492-0669 and return the original message to the attention of the sender at 97 Darling Avenue, South Portland, ME 04106.



We see corporate payments differently.

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C. TERMS AND CONDITIONS

This Tax Exemption and Reporting Enrollment Form modifies your charge card agreement based on your participation in the Tax Exemption and Reporting Program ("Program"). Your signature on this form and your continued use of your account constitutes acceptance of these terms and conditions. All capitalized terms contained herein shall have the same meaning as in your charge card agreement with us unless otherwise expressly provided herein. Except as amended hereby, the charge card agreement governing your account remains in full force and effect.

TAX EXEMPTION AND REPORTING PROGRAM

- a. The Tax Exemption and Reporting Program (the "Program") permits qualified tax-exempt fleets to be billed net of certain "Applicable Taxes" (as defined herein). By completing this enrollment form you are electing to participate in the Program. We will enroll you in the Program upon receipt by us of all of your enrollment materials, including all required certificates, and validation of your tax-exempt status. Upon completion of your enrollment, your invoices will reflect the net amount due with a line item indicating total "Applicable Taxes" (as defined herein). Your reporting will provide a specific breakdown of Applicable Taxes deducted for each taxing authority or jurisdiction. Applicable Taxes are those federal, state, county and/or local taxes levied on the purchase of gasoline or diesel fuel for which you have provided the proper documentation to us showing your exempt status, and for which such documentation has been accepted by us and for which the Program provides exemption¹.
- b. As your credit card issuer we have elected to provide you with net billing of Federal excise taxes on fuel based upon the participation requirements in section (a) above. We will file a claim for refund with the Internal Revenue Service for these taxes. You agree that you may not file a claim for refund of any federal excise tax exempted by us and not billed to you by us.
- c. For state, county, special and local taxes, merchants have the option of electing to participate or not to participate in our Program based on their own preferences and ability to obtain refunds from state/local taxing authorities. Transactions that occur at merchant locations not participating in our Program will be billed to you with the tax included regardless of your exempt status. In these instances your reporting will contain a detailed listing of your transactions and the taxes charged to you. This information may assist you in filing your own claims for refunds if you so desire. You agree that you may not file a claim for refund of any state, county, special or local taxes exempted by a participating merchant and not billed to you by us.
- d. The tax certificates and other pertinent documentation on which your exemption is based must be received by us from you in order for us to provide you with net billing of any Applicable Taxes. These documents are required to be completed prior to any net billing of Applicable Taxes in order for us or a participating merchant to recover such exempted taxes from the applicable taxing jurisdiction. We shall have no responsibility to verify the correctness of the certificate supplied by you and shall be entitled to rely thereon in preparing the reports and tax exemptions until such time as we are notified by you in writing of a change in any such data. We reserve the right to terminate your participation in the Program, provided, however, that such termination shall not terminate the underlying Agreement between you and us.
- e. We shall calculate tax exemptions based on Internal Revenue Service or other applicable taxing authority guidelines for transactions made by you. For state, county and local taxes, only those transactions agreed upon by the participating merchant shall be treated as tax exempt¹. If we are obligated to reimburse a participating merchant for any actual loss incurred or rebill you for any taxes previously exempted (including refunds denied and assessments of previously made refunds and penalties) attributable to the provision of a tax exemption to you, you hereby agree to reimburse us for said losses incurred.
- f. For non-fuel transactions, merchants may provide transaction data to us net of tax at their sole discretion. You would need to supply the merchant with proper documentation of your tax-exempt status at the point of sale. The merchant will send the transaction to us and we will bill you net of tax for those transactions. You will not receive reporting of taxes levied or exempted for non-fuel purchases.
- g. We shall comply with reasonable requests for information retrieval made by you. A fee may be charged by us for such requests, which relate to information which was presented to you more than ninety (90) days ago.
- h. We cannot apply exemptions to transactions that occurred prior to our receipt and acceptance of your completed certificates.
- i. We shall use reasonable efforts to correctly calculate the amount of tax included in each account arising from a tax exempt sale. We shall recalculate taxes only in cases where we miscalculated the original taxable transaction.
- j. We disclaim all warranties in connection with tax-exempt reporting and invoicing and shall not be responsible for the accuracy or completeness of such reports. In no event shall we be liable to any person for loss, liability or damages, including consequential or special damages, arising as a result of any inaccurate or incomplete report. You hereby agree to hold us harmless and defend us from and against all liabilities, damages, costs and expenses, including taxes, penalties, interest and attorneys' fees, which you may suffer or incur in connection with or arising out of the tax-exempt reporting/invoicing service offered hereunder.

¹ Subject to the appropriate taxing jurisdiction's laws, regulations and requirements.