

# CONTRACTOR AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
between \_\_\_\_\_ (the Contractor),  
and Superior Greenstone District School Board (the Company);

- 1) The Contractor must employ only orderly, trained, competent and skilful people to do work and the Contractor's employees must be fully covered under the Workplace Safety and Insurance Board by the Contractor and must provide up-to-date Clearance Certificate from the Workplace Safety and Insurance Board. All sub-contractors must be approved in writing by the company before commencing any work and the Contractor is responsible for ensuring that their employees comply with the terms of this agreement.
- 2) The Contractor acknowledges and accepts all risks arising or pertaining to the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is law responsible.
- 3) Contractor must indemnify and save harmless the Company from any and all claims, demands, actions, losses or property damage arising directly or indirectly from ownership, possession, use or operation of its equipment in completing its services., whether in whole or in part, whether directly or indirectly, by an act omission or negligence of the Contractor, of for those whom it is in law responsible. Contractor must protect and hold Company harmless and must pay all costs, expenses and reasonable legal fees incurred or paid by Company in connection with such litigation. The indemnities contained in this Agreement shall not prejudice by and must survive the termination of this Agreement.
- 4) The Contractor must, during any time in which it is providing services to the Company, take out and keep in full force and effect property damage and public liability insurance in which the limits of public liability and property liability must not be less than two million (\$2,000,000.00) dollars per occurrence, the whole at the Contractor's sole cost and expense. All policies must be in written with insurance companies qualified to do business in the Province of Ontario and shall name the company as an additional insured and a certificate acknowledging same must be provided to the Company.

- 5) The Contractor must abide by and must ensure that each of the contractor's employees and sub-contractor's employees (if applicable) abide by the Company's Health and Safety rules and regulations. The Contractor will also be able and willing at such times as recommended by the Company to provide additional precautions as deemed necessary by the Company for safe-guarding employees and equipment. The Contractor further acknowledged and agrees that any violation of safety rules or regulations is justification for the immediate termination of its Contract with Company, without any further obligation on the part of the Company.
- 6) The Contractor must, at its own expense, obtain and maintain in good standing all permits and licenses required by any authorities having jurisdiction over the business of the Contractor. The Contractor must also comply with all federal, provincial and municipal governmental laws and regulations which are applicable to its business, and in particular, those affecting health and safety, workers' compensation and environmental matters.
- 7) This Agreement must be constructed and enforced in accordance with the laws of the Province of Ontario and the parties agree to attorney to the jurisdiction of the Courts of that Province.
- 8) This Agreement embodies the entire agreement of the parties with regards to the matter herein, and no other agreement must be deemed to exist, except as entered into in writing by both parties to this Agreement.
- 9) The Contractor must not assign this Agreement or any part of it and may not employ or retain anyone as a sub-contractor or otherwise, to perform any part of its obligation under this Agreement without prior written consent of the Company.
- 10) No contracted work offers will be granted by the Company unless this Agreement terms and conditions are fully accepted and agreed upon by the parties to the satisfaction of the Company

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20, \_\_\_\_\_