

Agreement# _____
Hiring of Equipment from Listed Contractors

1. The services of the Contractor shall be performed to the specifications and satisfaction of the Municipal District, as set out in the Municipal District of Clear Hills No. 21 Council Policy 8009 Accounting and Financial Control – Tendering and Purchasing. This policy can be obtained by contacting the Municipal District office.
2. This Agreement shall not come into effect until signed by both parties.
3. Failure to complete the contract within the specified time shall entitle the Municipal District to employ other persons to complete the work at the Contractor's expense.
4. The Municipal District may terminate this Agreement at any time upon 5 days written notice to the Contractor. Following receipt of such notice, the Contractor shall submit an invoice to the Municipal District for services completed up to the date of termination.
5. The parties by mutual agreement in writing may terminate this Agreement in full or in part at any time.
6. The Contractor is an independent contractor and shall not for any purpose be a servant, employee or agent of the Municipal District.
7. This Agreement may be amended by mutual agreement in writing of the parties.
8. The Public Works Supervisor may in sole discretion delegate any duties, powers and functions relating to the provisions of this Agreement to any employee or employees of the Municipal District of Clear Hills No. 21.
9. This Agreement shall not be assigned without first obtaining the written consent of the Municipal District.
10. The Contractor shall indemnify and hold harmless the Municipal District of Clear Hills No. 21, its employees and agents from any and all claims, demands, actions and costs that may arise, directly or indirectly, out of any act or omission of the Contractor, his employees or agents, in the performance by the Contractor to this Agreement.

Such indemnification shall survive termination of this Agreement.

The Municipal District shall not be liable or responsible for any bodily injury or property damage of any nature that may be suffered or sustained by the Contractor, his employees or agents in the performance of this Agreement.

11. The Contractor shall, without limiting his obligations and at his own expense:
 - (a) Maintain Comprehensive General Liability Insurance in the amount of not less than \$1,000,000 inclusive per occurrence, (annual general aggregate, if any, not less than \$2,000,000), against bodily injury, personal injury, and property damage including loss of use of the property. Such insurance shall extend to include insurance against liability assumed under written contract on the terms sufficient to cover the indemnification clause of this Agreement;
 - (b) Where such risk exists, have the Comprehensive General Liability Insurance amended to include a Broad Form Property Damage endorsement for coverage of existing property in the Contractor's care, custody and control;
 - (c) Where applicable, maintain an "All Risks" builder's risk, installation floater or other property policy adequate to repair or replace the work in the event of loss or damage. Where the Municipal District is providing materials, the policy shall extend to cover the Contractor's legal liability for property of the Municipal District;
 - (d) Maintain Automobile Liability Insurance including owned and non-owned vehicles in the amount of not less than \$1,000,000 inclusive.
 - (e) Be responsible for providing insurance against loss or damage to his equipment. The Municipal District, unless they are negligent, shall not be responsible for any loss or damage to the equipment.
12. The Contractor shall be responsible for providing any advance warning signs as required under normal standards of safety and may be required by legislation or regulation. In addition the Public Works Supervisor or his representative may require additional signs to be placed at the work site before commencing daily operations and be removed at the end of each workday.
13. The Contractor shall comply with the Worker's Compensation Act when the Act applies and shall upon demand by the Municipal District deliver to the Municipal District a certificate from the Worker's Compensation Board showing that the Contractor is registered and in good standing with the Board.
14. The Contractor acknowledges that it is an employer as defined in the Occupational Health and Safety Act and that it will, as a condition of this Agreement, comply with the provisions of the Occupational Health and Safety Act, and the regulations made under the Act:

The Contractor shall comply with

- (a) Any Act of the Legislature of the Province and of the Parliament of Canada now in force or enacted after this time and any regulations enforced from time to time under any such Acts, and
- (b) Any by-law or resolution of any Municipal Government in the Province that the Contractor is lawfully subject to,

That applies to the Contractor in respect of this Agreement.

15. Payment for work will be processed and mailed within 30 days of receiving approved invoices from the contractor, covering the hours worked, at the bid price. The following information must be supplied with each invoice:
 - Dates worked.
 - Starting and stopping time for each day worked.
 - Description of work and location.
 - Description of units used (year, make, model, & description)
 - Copies of operator's daily time slips.

Invoices received without this information may be returned to the contractor for completion. This may result in payment delays. Invoices should be forwarded for approval to the Municipal District Office, for signing and approval.

16. It is agreed that this written document contains the entire agreement of the parties in regard to the matters dealt with, and that no understandings or Agreements, verbal or otherwise, exist between the parties except as expressly set out.
17. The validity and interpretation of this Agreement and of each clause or part is to be governed by the laws of the Province of Alberta.

I/We understand that the Terms and Conditions of this Agreement, which will remain in force until terminated or amended by the parties.

Name of Company (Printed)

Signature of Witness

Signature of Owner

Printed name of Witness

Printed Name of Owner

Date: _____

TO BE COMPLETED BY MUNICIPAL DISTRICT OF CLEAR HILLS NO . 21

Accepted on _____ by _____ for Municipal District of Clear Hills No. 21.
(Date) Public Works Supervisor

