INDEPENDENT CONTRACTOR AGREEMENT FOR THE VILLAGE OF STIRLING CAMPGROUND & REUNION CENTRE

Memorandum of Agreement made in duplicate this __ day of _____, 20_1 A.D.

Between:

The Village of Stirling, in the Province of Alberta,
A Municipal Corporation
(Hereinafter called "the Village")
of the first part

and

(Enter Contractor Details)

(Hereinafter called the "Independent Contractor")
of the second part

WHEREAS the Village requires assistance in the management of the Stirling Campground and Reunion Centre, and the person signing below as Independent Contractor wishes to provide the services as outlined below;

NOW THIS AGREEMENT WITNESSES that in consideration of these mutual promises below, the Village and Independent Contractor agree as follow:

The Independent Contractor Agrees:

1. To collect all overnight and long-term camping fees and submit such funds to the Village Office on a weekly basis during the campground operating season; and

2. To provide the Village with a record of usage numbers for the campground on a weekly basis; and

3. To promote and educate visitors about events, attractions, and establishments in the Village and area; and

4. To be responsible for:

    a. Monitoring, collecting and disposing of refuse from all garbage receptacles in the campground, bathrooms and the Reunion Centre area once every day in the summer months. Additional garbage collection may be required throughout the year when there are additional campers and Reunion Centre bookings, or Village sponsored events which require additional garbage removal; and

b. Monitoring and cleaning the bathrooms in the Reunion Centre at least once every day in the summer. A log of when the bathrooms are cleaned will need to be submitted to the Village on a weekly basis. Additional cleaning of the bathroom may be required throughout the year when there are additional campers and Reunion Centre bookings; and

c. Cleaning the Reunion Centre on a weekly basis (includes sweeping the floor and washing the inside and outside of all of the windows); and

d. Cleaning the kitchen in the Reunion Centre on a weekly basis and prior to every booking of the Reunion Centre; and

e. Keeping an inventory of all items that are available for the public's use at the Reunion Centre (done in conjunction with the Chief Administrative Officer or their designate); and

f. Other cleaning issues that arise throughout the year and as assigned by the Chief Administrative Officer or their designate.

5. To report maintenance needs to the Chief Administrative Officer or their designate; and

6. To control campground site use to accommodate groups that have booked the Reunion Centre and the stalls that are reserved for group use; and

7. To provide their own vehicle; and

8. To be available via telephone to deal with concerns that campground and Reunion Centre patrons may have (i.e. bathroom doors accidentally being locked that need to be re-opened); and

9. To provide, except to the extent expressly set out herein to the contrary, all necessary tools, equipment and labour required to perform the Independent Contractor's duties; and

10. That the Independent Contractor will meet with the Chief Administrative Officer as mutually agreed upon to discuss concerns as needed from time to time; and

11. To abide by all applicable laws, by-laws, rules and regulations and to hold the Village blameless for any claims against it for acts or omission by the Independent Contractor or its agents; and

12. To enforce all applicable bylaws and policies of the Village of Stirling referring any matters necessary to Ridge Regional Protective Services. It is understood that all Village bylaws and policies may be changed at any given time by the Village, and they shall still be enforceable by the contractor; and

The Village agrees to:

1. Provide all cleaning supplies (all items must be ordered via the municipal office); and

2. Provide the tissues and paper towels for the washrooms; and

3. Mow and whip grass and weeds as required; and

4. Maintain the irrigation, water, sewer, and electrical systems; and

5. Repair and maintain the buildings and other capital assets on site; and

6. Make payment to the Contractor of $___ per month that he/she is contracted for services (May – October of each year of the contract).

7. Make payment to the Contractor of twenty-five percent (25%) of the total gross revenues **that the Independent Contractor collects** from all overnight and monthly campground usage fees. Any fees that are collected by the Village office will not be included in the payment to the Independent Contractor.

8. Make payment to the Independent Contractor of twenty-five percent (25%) of the total gross revenues of the Reunion Centre.

GENERAL PROVISIONS

1. Either party may terminate the contract after giving one (1) month notice in writing.

2. Both parties agree that at the conclusion of the campground season there will be a thorough review of the operation to evaluate both parties' contribution and what may be done to improve the campground and reunion centre areas.

3. This Agreement is in effect for the period commencing May 1, 202_ to October 31, 202_ camping season. The Agreement is for this time frame for five years from the date signed, ending on __ day of _____, 20__, and may be subject to an additional three year renewal if agreeable to both parties and entered into in writing 30 days prior to the expiration of the contract.

4. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and laws of Canada applicable therein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof and such invalid or unenforceable provision shall be deemed severed herefrom.

5. That this Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no oral or written warranties, representations, conditions or other agreements between the parties in connection with the subject matter hereof

except as specifically set forth or referred to herein. No amendment or waiver or this agreement shall be binding unless executed in writing by the party to be bound thereby.

6. No waiver of any provision of this agreement shall be deemed or shall constitute a waiver of any other provision not otherwise expressly provided.

7. The parties acknowledge that the Independent Contractor is in fact an independent contractor and supplies all of the services as an independent contractor and as such the parties further agree that:

    a. The Contractor has the right to provide services of any kind to any other municipality or person;

    b. unless expressly stated by the Village, neither the Independent Contractor, nor any person employed by or associated with the Independent Contractor in the performances of services or otherwise, is an employee of, or has any employment relationship of any kind with the Village or is in any way entitled to employment benefits of any kind whatsoever from the Village including but not limited to private programs or coverage, whether under employment standards statutes, worker's compensation plans, unemployment/employment insurance schemes, health plan contributions, Canada pension plan programs, or otherwise;

    c. The Contractor undertakes and agrees to defend and indemnify the Village and hold the Village harmless, at the Contractor's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the Village may sustain or incur by reason of:
        i. Any breach of this Agreement by the Contractor; or
        ii. Any acts or omissions of the Contractor; or
        iii. Any claim or finding that the Contractor or any person for whom the Contractor is at law responsible for including any entitlement or Employment Benefit of any kind including any finding under any employment standards statutes, worker's compensation plans, unemployment/employment insurance schemes, health plan contributions, Canada pension plan programs, Income Tax Act or otherwise.

Dated at the Village of Stirling this __ day of _____, 202_.

_____	_____
Village of Stirling	Independent Contractor
_____	_____
Witness	Witness

AFFIDAVIT OF EXECUTION FOR THE VILLAGE OF STIRLING

CANADA) I, _____
PROVINCE OF ALBERTA) of the _____ of _____,
TO WIT:) in the Province of Alberta,
) make oath and say:

1. That I was personally present and did see _____ named in the within (or annexed) instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. That the same was executed at the _____ of _____, in the Province of Alberta, and that I am subscribing witness thereto.

3. That I know the said party and he is in my belief of the full age of 18 years.

SWORN before me at the City of)
Lethbridge, in the Province of Alberta)
this ____ day of _____, 20___)
) _____
_____)
A Commissioner for Oaths in and) _____
for the Province of Alberta)

AFFIDAVIT OF EXECUTION FOR THE INDEPENDENT CONTRACTOR

CANADA) I, _____
PROVINCE OF ALBERTA) of the _____ of _____,
TO WIT:) in the Province of Alberta,
) make oath and say:

4. That I was personally present and did see _____ named in the within (or annexed) instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

5. That the same was executed at the _____ of _____, in the Province of Alberta, and that I am subscribing witness thereto.

6. That I know the said party and he is in my belief of the full age of 18 years.

SWORN before me at the City of)
Lethbridge, in the Province of Alberta)
this ____ day of _____, 20___)
) _____
_____)
A Commissioner for Oaths in and) _____
for the Province of Alberta)

CERTIFICATE OF INDEPENDENT LEGAL ADVICE FOR INDEPENDENT CONTRACTOR

I have been consulted by _____, as to the legal effect of his/her executing the attached documents hereto.

I am not acting in any way on behalf of Village of Stirling and am consulted by _____ and have advised him/her independently of The Village of Stirling. I have placed their position and the consequences of them signing the documents referred to above fully and plainly before them as solicitor for them and in their interest only, and without regard to or consideration for the interest of The Village of Stirling, and he/she declared that he/she fully understood the nature and effect of the said document(s) freely and voluntarily and of his/her own act and deed without any fear, threat, influence or compulsion from or by The Village of Stirling.

Dated at the City of Lethbridge, in the Province of Alberta, this ___ day of _____, 20___.

_____

Barrister and Solicitor in and for
the Province of Alberta

I hereby acknowledge that all of the statements in the above Certificate are true and correct, that neither The Village of Stirling nor any other person have used any compulsion or made any threat or exercised any undue influence to induce me to take the action mentioned in the above Certificate and that the above solicitor, in advising me as stated herein, was consulted by me as my personal solicitor and in my interest only.

_____

Independent Contractor