INDEPENDENT CONTRACTOR AGREEMENT FOR THE VILLAGE OF STIRLING COMMUNITY CENTRE & PUBLIC LIBRARY

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

Between:

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

and

_____

(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 be responsible for:

    a. Weekly cleaning and sanitizing of the washrooms within the entryway of the Community Centre and ensuring all paper products and soaps are filled;
    b. Performing a complete inspection of the Community Centre following all scheduled bookings and reporting any damage to the Village Administration Office.
    c. Performing any required cleaning following a booking; including cleaning and sanitizing of the kitchen and emptying of the dishwasher.
    d. Ensuring the floors are clean and maintained before and after bookings.
    e. Annually polishing the floor in the main hall.
    f. Emptying all garbage receptacles in the main hall; kitchen; washrooms and council chambers once a week, or after a scheduled booking.
    g. Vacuum Council Chambers once monthly.
    h. Vacuum the landing and stairs to the library once biweekly.
    i. To perform the cleaning and sanitizing of the Public Library as identified in Schedule A of the agreement.
    j. Ensure mops and rags used in the bathrooms are kept separate from mops and rags used to contact kitchen and public surfaces such as door handles keyboards etc.

2. To report maintenance needs to the Chief Administrative Officer or their designate;
3. To provide his/her own vehicle for the performance of all responsibilities done under this contract;

4. 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;

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

6. 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.

7. To enforce all applicable bylaws and policies of the Village of Stirling. 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.

The Village agrees to:

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

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 building and other capital assets on site; and

6. Make payment to the Contractor of $____ per month.

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 of five years commencing __ day of _____, 202_ and ending on __ day of _____ 20__. There shall be an option for a renewal to the Agreement of three more years, which shall be done in writing thirty days prior to the expiry of the term.

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

Schedule A

Library Cleaning

Weekly:

- Bathrooms
    - Mirrors
    - Sinks
    - Counters
    - Toilets
    - Floors
    - Garbage
    - Check and change as required all soap dispensers, toilet paper & paper towels
- Main Desk & Computer Area:
    - Monitors
    - Keyboard
    - Mouse
    - Phone
    - Desktop
    - Printer
    - Countertops
    - Empty Garbage
- Public Computer Desk:
    - Monitors
    - Keyboards
    - Mice
    - Desktop
    - Chairs
- Kid Area:
    - Straighten & Organize Chairs
    - Wipe table
- Vacuum:
    - Kid Area
- Sanitize:
    - Light Switches
    - Doorknobs
    - Phone
    - Bathroom Doors

Monthly:

- Dust display shelves in kids' area
- Spot clean carpet & walls

Yearly:

- Clean carpets during a full week Holiday closure (reading week, Easter, Christmas, End of Summer closure)
- Dust air vent returns

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