INDEPENDENT CONTRACTOR AGREEMENT FOR THE VILLAGE OF STIRLING VILLAGE OFFICE CLEANING

Memorandum of Agreement made in duplicate this __ day of _____, 202_ A.D.
Between:
The Village of Stirling, in the Province of Alberta,
A Municipal Corporation
(Hereinafter called "the Village")
of the first part
and

(Insert Contractor Details)

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

WHEREAS the Village requires assistance in the cleaning of the Stirling Administration Building, 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 To:

1. On a twice a week basis:
    a. Vacuum all carpet floors
    b. Empty all garbage receptacles in the office
    c. Clean both bathrooms (including toilets and sinks)
    d. Mop and wash all non-carpet floors

2. On a weekly basis:
    a. Dust all furniture
    b. Spot clean windows and doors
    c. Spot clean walls
    d. Clean kitchen area

3. On a bi-monthly basis:
    a. Clean windows and glass doors (inside and out)
    b. Clean light shades (remove from ceiling and thoroughly clean)

4. On a semi-annual basis:
    a. Wash all walls

5. 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;

6. 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

7. 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.

The Village agrees to:

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

2. Provide all garbage/plastic bags for the entire facility; and

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

4. Make payment to the Contractor of $_____ on a monthly basis.

GENERAL PROVISIONS

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

2. Both parties agree that at the end of each calendar year there will be a thorough review of the operation to evaluate both parties' contribution and what may be done to improve the cleaning services.

3. This Agreement is in effect for the period of five years commencing __day of _____, 202_ and ending on __ day of _____, 202_. The Agreement may be extended for an additional three years if both parties agree and shall be done in writing thirty days prior to the expiry.

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; and

    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; and

    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