

**INDEPENDENT CONTRACTOR AGREEMENT**

B E T W E E N:

**[NAME OF PARISH]**

(the “Parish”)

- and -

**[NAME OF CONTRACTOR]**

(the “Contractor”)

(collectively referred to as the “Parties”)

**1. TERM**

1.1 Subject to Section 1.2 below, the term of this Agreement shall commence on **[date]** and terminate automatically on **[date]** (the “Expiration Date”), unless extended by mutual written agreement of both Parties no later than sixty (60) days’ before the Expiration Date. **[NOTE: Agreement should generally not continue for longer than one year to reduce risk that it appears to be an employment arrangement.]**

1.2 The Parish may terminate this Agreement at any time before the Expiration Date upon fourteen (14) days’ written notice to the Contractor, or without notice if the Contractor breaches a material term of this Agreement.

**2. SERVICES TO BE PROVIDED**

2.1 The Contractor shall perform those services set out in Appendix “A” of this Agreement, and, in addition, shall perform such other services as the Parish may assign from time to time (the “Services”). The Contractor agrees that all Services under this Agreement will be performed personally and exclusively by **[name of Contractor]** and not through any other employee of the Contractor. **[NOTE: This last sentence is necessary only if the Contractor intends to hire employees.]**

2.2 The Parish grants the Contractor the authority and discretion to do such things as may be reasonably necessary for the purposes of performing the Services. However, the Contractor shall not have the authority or discretion to enter into any agreement, contract or understanding that legally binds the Parish or otherwise assume, create or incur any obligations or liabilities on behalf of the Parish, except as expressly provided for in this Agreement, without first obtaining the prior written consent of the Parish. **[NOTE: Optional Section]**

### **3. FEES**

3.1 In consideration of the Services provided, the Parish shall pay to Contractor the **amount of the fee** of \$● (the “Fee”). The Contractor shall submit an invoice for Services rendered. The Contractor agrees to clearly reference the applicable GST registration number on all such invoices provided to the Parish. Payment will be made to the Contractor within ● days following receipt by the Parish of an invoice prepared by the Contractor outlining the extent of Services provided.

### **4. HOURS OF WORK**

4.1 There shall be no set hours of work. However, the Contractor agrees to be reasonably available to provide Services to the Parish as may be required.

### **5. INDEPENDENT CONTRACTOR**

5.1 The Contractor is and shall remain at all times an independent contractor and is not, and shall not represent itself **[himself, herself]** to be an agent, officer or employee of the Parish or as being related to the Parish in any way other than as an independent contractor. The Contractor agrees not to make any representations or engage in any acts which could establish an apparent relationship of agency or employment with the Parish. For greater certainty, the Parish shall not be bound by any agreement, contract, representation or warranty made by the Contractor with any other person, firm or corporation or by any action of the Contractor, except where the Contractor has first obtained the prior written consent of the Parish. Nothing contained in this Agreement is intended to create nor shall

be construed as creating an employment relationship between the Contractor and the Parish, or the Parish and any employee of the Contractor.

5.2 The Contractor has sole responsibility, as an independent contractor, to comply with all laws, rules and regulations relating to the provision of Services, including without limitation, requirements under the *Income Tax Act* (Canada), the *Employment Insurance Act* (Canada), the *Employer Health Tax Act* (Ontario) and the *Canada Pension Plan Act* relative to its employees. The Contractor shall be solely responsible for deducting any and all applicable federal and provincial taxes, deductions, premiums, and amounts owing with respect to those Fees paid by the Parish and remitting in a timely manner such amounts to those governmental authorities as may be prescribed by law.

5.3 As an independent contractor, the employees of the Contractor shall not be entitled to any employment related benefits from the Parish, including without limitation, any payments under the *Employment Standards Act* (Ontario). Upon termination of this Agreement for any reason, the Parish shall be responsible for paying only the Fees associated with Services provided by the Contractor up to and including the last date on which the Contractor provided Services to the Parish. The employees of the Contractor shall have no further claim or cause of action against the Parish for any cause, matter or thing relating to an alleged employment relationship between the Contractor and the Parish, including, without limitation, any claim for reasonable notice of termination, pay in lieu of notice, termination, severance or vacation pay, expenses, bonus or incentive plan payments, overtime pay, group benefits or pension entitlements whether arising pursuant to statute, contract, common law or otherwise. This Section shall survive the termination of this Agreement and shall remain binding on the Contractor.

## 6. WARRANTY

6.1 The Contractor agrees to provide the Services in a competent, efficient, professional, timely and safe manner and at all times in compliance with (i) applicable law; (ii) Parish policies, rules, systems and procedures as shall be in force; and (iii) the terms of this Agreement.

**7. REGISTRATIONS AND INSURANCE (if appropriate)**

7.1 The Contractor shall have a Goods and Services Tax (“GST”) registration number and shall be responsible for deducting remitting GST to the applicable regulatory authorities in accordance with the *Excise Tax Act* (Canada).

7.2 The Contractor must be registered as an independent operator with the Workplace Safety and Insurance Board (the “Board”), and shall obtain optional insurance coverage from the Board covering those Services provided pursuant to this Agreement. Prior to any Services being provided, the Contractor shall obtain a Clearance Certificate from the Board which, along with the Contractor’s WSIB account number, shall be provided to the Parish as evidence that such coverage has been obtained. The Contractor shall forward Clearance Certificate renewals to the Parish every 60 days thereafter, so long as Services are being provided to the Company.

**8. HEALTH AND SAFETY / INDEMNITY**

8.1 The Contractor shall comply with the *Occupational Health and Safety Act* (Ontario), the *Workplace Safety and Insurance Act* (Ontario) and hereby agrees to indemnify and hold harmless the Parish, its officers and office holders, representatives, agents and employees from and against any and all claims, demands, suits, losses, fines, surcharges, damages, costs and expenses arising out of the Contractor’s failure to comply with such laws. The Contractor further agrees to indemnify and hold the Parish, its directors, officers, representatives, agents and employees harmless from and against any and all liabilities, claims, demands, suits, losses, fines, surcharges, damages, costs and expenses relating to the injury or death of any person, damage to or destruction of any property, which is directly or indirectly caused by any act or omission on the part of the Contractor or any employees of the Contractor engaged in providing Services to the Parish. The Contractor also agrees to indemnify and hold harmless the Parish from and against all losses, liabilities or expenses relating to any claim, action, application or suit by its employee alleging that he is employed by the Parish in respect of performing Services under this Agreement.

**9. ENTIRE AGREEMENT**

9.1 This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes and replaces any and all other representations, understandings, negotiations and previous agreements, written or oral, express or implied with respect to the Services. The Parties do not rely upon or regard as being material any representations or other agreements not specifically incorporated into and made part of this Agreement.

**10. CHANGES TO AGREEMENT**

10.1 Any modifications or amendments to this Agreement must be in writing and signed by both Parties or else they shall have no force and effect. The Parties specifically acknowledge that the Parish’s continued retention of the Contractor shall be sufficient and ample consideration supporting any future modifications or amendments to this Agreement.

**IN WITNESS OF WHICH** the Parties have duly executed this Agreement:

**PARISH**

By: \_\_\_\_\_

Name:

Title:

**SIGNED, SEALED & DELIVERED**

In the presence of:

\_\_\_\_\_  
Witness

**CONTRACTOR**

By: \_\_\_\_\_

Name:

Title:

**APPENDIX “A”**  
**SERVICES TO BE PROVIDED**

**[To be completed]**