

CONTRACTOR AGREEMENT

Location: _____ Agreement No.: _____

Contractor Information:

Full Legal Name: _____

Business Number / Registration No.: _____

Address: _____

Phone / Email: _____

Client Information:

Full Legal Name: _____

Business Number / Registration No.: _____

Address: _____

Phone / Email: _____

Work Description:

Scope of Work: _____

Location of Work: _____

Estimated Duration: _____

Payment Terms:

Total Contract Price: _____ CAD

Payment Schedule: _____

Method of Payment: _____

Clause 1 – Contract Formation

This Agreement constitutes a legally binding contract between the Contractor and the Client for the provision of services described herein. Both parties acknowledge they have the capacity and authority to enter into this Agreement under Canadian law.

Clause 2 – Scope of Work

The Contractor shall perform the work described in the Scope of Work section in a professional and timely manner consistent with industry standards and all applicable laws and regulations.

Clause 3 – Term and Termination

The term of this Agreement shall commence upon execution and continue until completion of the work or termination by either party as set forth herein. Either party may terminate this Agreement with written notice for cause or convenience, subject to applicable notice periods.

Clause 4 – Payment

The Client agrees to pay the Contractor the agreed Total Contract Price according to the Payment Schedule. Late payments may incur interest at the maximum rate permitted by applicable Canadian law.

Clause 5 – Independent Contractor Status

The Contractor is engaged as an independent contractor and not as an employee, agent, or partner of the Client. The Contractor shall be solely responsible for all applicable taxes, insurance, and statutory obligations.

Clause 6 – Compliance with Laws

The Contractor shall comply with all federal, provincial, and municipal laws, regulations, and permits applicable to the performance of the work under this Agreement.

Clause 7 – Insurance and Liability

The Contractor shall maintain appropriate insurance coverage, including commercial general liability and workers' compensation insurance, adequate to cover the work being performed. Neither party shall be liable to the other for indirect, incidental, or consequential damages.

Clause 8 – Warranties

The Contractor warrants that all work will be performed in a good and workmanlike manner consistent with industry standards. Except as expressly stated, no other warranties, express or implied, are made.

Clause 9 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, damages, liabilities, or expenses arising from its breach of this Agreement, negligence, or willful misconduct.

Clause 10 – Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the term of this Agreement and not to disclose such information to third parties without prior written consent.

Clause 11 – Intellectual Property

Any intellectual property developed or used by the Contractor prior to or outside the scope of this Agreement remains the sole property of the Contractor. Work product resulting from this Agreement shall be owned as set forth herein or by applicable law.

Clause 12 – Dispute Resolution

The parties agree to attempt to resolve any disputes arising under this Agreement amicably through negotiation or mediation before pursuing any legal remedies.

Clause 13 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties consent to the exclusive jurisdiction of the courts of Ontario.

Clause 14 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, government actions, labor disputes, or other unforeseeable events.

Clause 15 – Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties to be effective.

Clause 16 – Entire Agreement

This Agreement, including all referenced attachments and schedules, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understandings, or representations.

Clause 17 – Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' intent.

Clause 18 – Notices

All notices, requests, or other communications under this Agreement shall be in writing and delivered personally, by registered mail, courier, or electronic means, to the addresses set forth above or as otherwise designated in writing.

Clause 19 – Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor entity in the event of a merger or sale.

Clause 20 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

CONTRACTOR'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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