

**MEMORANDUM OF AGREEMENT**

**CONTRACTING**

**BETWEEN:**

***THE TOWN OF PEACE RIVER***  
(hereinafter called the "Town" in this Agreement)

And

(insert name)  
(hereinafter called the "Contractor" in this Agreement)

***THE TOWN AND THE CONTRACTOR AGREE AS FOLLOWS:***

1. The Contractor undertakes to perform the following work: **Tree Maintenance Services.**
2. The Town will pay to the Contractor for the provision of services under this Agreement, the rates as stated in **schedule B** – Contractor Rate Sheet.
3. The Contractor shall be paid on the basis of actual invoices (or copies) submitted. The Town will make payment in full within 30 days of satisfactory completion of contract.
4. The Contractor will commence work on \_\_\_\_\_ and will complete the work by \_\_\_\_\_.
5. The representatives of the parties for this Agreement are:
  - (a) *for the Town* (Insert contact)  
  
Town of Peace River  
Box 6600  
Peace River AB T8S 1S4
  - (b) *for the Contractor* (insert contact information)
6. Any notice required to be given by one party to the other can be given to the parties' representatives at the addresses set out above.

The services of the Contractor shall be performed to the specifications and satisfaction of the Town as per **Schedules "A"** attached hereto.

7. This Agreement shall not come into effect until signed by both parties.
8. Failure to complete the contract within the specified time shall entitle the Town to employ other persons to complete the work at the Contractor's expense.
9. The Town may terminate the Agreement at any time upon 5 days written notice to the Contractor, following receipt of such notice, the Contractor shall submit an invoice to the Town for services completed up to the date of termination.

10. The parties by mutual agreement in writing may terminate this Agreement in full or in part at any time.
11. The Contractor is an independent contractor and shall not for any purpose be a servant, employee or agent of the Town.
12. This Agreement may be amended by mutual agreement in writing of the parties.
13. The Town may in his sole discretion delegate any duties, powers and functions relating to the provisions of this Agreement to any employee or employees of the Town of Peace River.
14. This Agreement shall not be assigned without first obtaining the written consent of the Town.
15. The Contractor shall indemnify and hold harmless the Town, his employees and agents from any and all claims, demands, actions and costs that may arise, directly or indirectly, out of any act or omission of the Contractor, his employees or agents, in the performance by the Contractor to this Agreement.  
Such indemnification shall survive termination of this Agreement.  
The Town shall not be liable nor responsible for any bodily injury or property damage of any nature that may be suffered or sustained by the Contractor, his employees or agents in the performance of this Agreement.
16. The Contractor shall, without limiting his obligations and at his own expense:
  - (a) Maintain Comprehensive General Liability Insurance in the amount of not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury, and property damage including loss of use of the property. Such insurance shall extend to include insurance against liability assumed under written contract on the terms sufficient to cover the indemnification clause of this Agreement;
  - (b) Where such risk exists, have the Comprehensive General Liability Insurance amended to include a Broad Form Property Damage endorsement for coverage of existing property in the Contractor's care, custody and control;
  - (c) Where applicable, maintain an "All Risks" builder's risk, installation floater or other property policy adequate to repair or replace the work in the event of loss or damage. Where materials are being provided by the Town, the policy shall extend to cover the Contractor's legal liability for property of the Town;
  - (d) Maintain Automobile Liability Insurance including owned and non-owned vehicles in the amount of not less than \$2,000,000 inclusive.
17. The Contractor will add the Town of Peace River as "additional named insured" and shall deliver the above applicable insurance documentation to the Town of Peace River for inclusion into the contract documents.
18. The Contractor shall comply with the Worker's Compensation Act when the Act applies and shall submit to the Town a certificate from the Worker's Compensation Board showing that the Contractor is registered and is in good standing with the Board. The Contractor will remain in good standing with the Board throughout the entire term of this Contract.
19. The Contractor acknowledges that it is an employer as defined in the Occupational Health and Safety Act and that it will, as a condition of this Agreement, comply with the provisions of the Occupational Health and Safety Act, and the regulations made under the Act:

The Contractor shall comply with

- (a) any Act of the Legislature of the Province and of the Parliament of Canada now in force or enacted after this time and any regulations enforced from time to time under any such Acts, and
  - (b) any by-law or resolution of any Municipal Government in the Province which the Contractor is lawfully subject to, that applies to the Contractor in respect of this Agreement.
20. It is agreed that this written document contains the entire agreement of the parties in regard to the matters dealt with, and that no understandings or Agreements, verbal or otherwise, exist between the parties except as expressly set out.
21. The validity and interpretation of this Agreement and of each clause or part is to be governed by the laws of the Province of Alberta.

The parties have signed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

SIGNED IN THE PRESENCE OF:

CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please print name

\_\_\_\_\_  
Please print name

THE TOWN OF PEACE RIVER

PER: \_\_\_\_\_  
Tanya Bell, Director of Community Services

## **Schedule "A"**

Scope of Work Details- add.