

Instructions for use of Independent Contractor Agreement

This template can be used when the Community Government wants to enter in to an agreement to obtain services from an independent contractor. It is designed for simple short-term services such as those provided by plumbers, electricians, janitorial, general building maintenance, or potentially other short-term simple arrangements where a more robust form of agreement is not required.

The drafted Agreement can be used as a template, with the body of the Agreement containing the basic terms and conditions and the customization of the Agreement (Services, Fees, Performance Requirements) accomplished by the insertion of the appropriate particulars in the Schedules. It is imperative that the Schedules be filled out properly and completely. If you require assistance or need to make adjustments to the agreement it is advisable that you contact Brownlee LLP directly for assistance or guidance needed in order to accomplish this. You can contact Mike Coombs directly at 1 (780) 497- 4833 or mcoombs@brownleelaw.com

When completing the Agreement, please note the following:

1. Contractor — the name of the Contractor must be completed. In the event the Contractor is an individual, or an individual operating under a trade name, such individual name, and if applicable such trade name, should be completed. In the event the Contractor is a corporate entity, a corporate search should be performed on the corporate name to confirm the correct corporate entity is named and such corporate entity is “active”. If a Community would like assistance with respect to corporate searches, please contact Brownlee LLP as required. **Please ensure that the appropriate Contractor name is inserted.**
2. Term — Section 1.1 (l) must be completed with the date parameters of the Term of the Agreement. **Please ensure that the appropriate information is inserted.**
3. Contractor Obligations — Section 3.1 delineates the obligations of the Contractor in performing the Services. Note that the Services are to be performed in accordance with the Community Contracts, as per Section 3.1 (b), which is directed at circumstances where, if the Community subcontracts to the Contractor its contractual obligations to perform services to third parties, the Contractor must perform its Services in compliance with such third party contracts.
4. Subcontractor — Section 4.1 (a) and (b) operate to restrict the Contractor’s ability to subcontract the Services. The Contractor can only subcontract all or part of its Services if such subcontractor agrees to be bound by the terms and conditions of the Agreement only if the Community provides prior written consent, which the Community may choose to withhold.

5. Insurance — Please confirm with the Ron or Karen at the NWTAC office that the insurance requirements in Article 9 of the agreement will work for these particular services. In some cases additional or amended insurance conditions may be needed based on the nature and scope of the contractor's services to be performed.

6. Termination — Please note in particular that the Agreement contemplates that the Community may terminate the Agreement for convenience upon 7 days written notice to the Contractor as per Section 11.1(d). This right is not extended to the Contractor.

7. Notice - The address, email, fax number, and contact person for the purposes of sending notices to the Community or Contractor are to be identified within Section 14.1. **Please ensure that the appropriate information is inserted and is correct.**

8. GST — The Contractor's GST number must be completed in Section 14.17. As an additional step, we suggest searching the Contractor's GST number on the CRA website (<http://www.cra-arc.gc.ca/gsthstregistrv/>) to confirm the Contractor is indeed a GST registrant. **Please ensure that the GST number is inserted and confirm by search that the Contractor is a GST registrant.**

9. Signatory page — There are two signatory options, if the Contractor is an individual or if the Contractor is a Corporation. **For the Contractor, please choose one of the corporation signature line or the individual signature line and delete the line which is not applicable.**

10. Schedule "A" — The schedule must be fully completed with a detailed description of Services. The time line for completing the Services is optional and may not be applicable in all cases. The Personnel to perform the Services should be completed with the individual(s) the Community wishes the Contractor use to perform the Services. It will be necessary to consider the insertions with each negotiation since each of the particulars in item 2 and 3 may not be relevant

11. Schedule 'B' — **Please ensure the Contractor Fees are inserted (note GST is in addition to the Fees as per Section 14.17).**

12. Schedule "C" — This schedule allows the Community to customize the Agreement and include particular performance requirements with respect to the Services to be provided to the Community (which may vary depending upon the nature of the Services to be provided).

Should there be any additional issues the Community wishes to have addressed within the Agreement, please contact Mike Coombs directly at Brownlee LLP for assistance or guidance needed in order to accomplish this. You can contact Mike at (780) 497- 4833 or mcoombs@brownleelaw.com

When attending to execution of the Agreement please ensure that the date is inserted in the space provided at the top of page 1, and, if applicable, the corporate seals for the

parties are impressed upon the signature page in the vicinity of the respective signatures.

You will find included an affidavit of corporate signing authority, which can be used when the Contractor is a corporation, and which must be sworn by the director or officer of such corporation in front of a Commissioner for Oaths in and for the Northwest Territories.

In addition there is included an affidavit of execution for use if the Contractor is an individual, which must be sworn by such individual in front of a Commissioner for Oaths in and for the Northwest Territories.

Please ensure that the appropriate names, locations, and dates are inserted prior to proper execution of the applicable Affidavit