

-----

# SERVICE CONTRACT (General)

CONTROL NO. _____
FILE NO. _____
PROJECT: _____

\_\_\_\_\_ AND \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Contact: \_\_\_\_\_

The \_\_\_\_\_ AND THE CONTRACTOR AGREE TO THE TERMS CONTAINED IN SECTIONS 1 THROUGH 24, INCLUSIVE, ON THE REVERSE SIDE OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THE "SCHEDULES")

### SCHEDULE "A" - SERVICES

- (a) See attached Schedule "A"
- (b) TERM FROM: \_\_\_\_\_ TO: \_\_\_\_\_

### SCHEDULE "B" - CONTRACT PRICE

- (a) CONTRACT PRICE \_\_\_\_\_
- (b) FEES: \_\_\_\_\_
- (c) RATE: \_\_\_\_\_
- (d) EXPENSES: \_\_\_\_\_
- (e) BILLING DATES: \_\_\_\_\_

### SCHEDULE "C" - APPROVED SUBCONTRACTOR(S)

### SCHEDULE "D" - INSURANCE

### SCHEDULE "E" - ADDITIONAL TERMS

The parties have duly executed this agreement as of the \_\_\_\_\_ day of \_\_\_\_\_ 2000.

**SIGNED AND DELIVERED** on behalf of \_\_\_\_\_ by an authorized representative of \_\_\_\_\_

**SIGNED AND DELIVERED** on behalf of the Contractor (or by an authorized signatory of the Contractor if a Corporation)

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Authorized Representative)

By: \_\_\_\_\_  
(Authorized Signatory)

## **TERMS OF SERVICE CONTRACT (GENERAL)**

### **CONTRACTOR'S OBLIGATIONS**

1. You must provide the services described in Schedule A (the "Services") in accordance with this agreement. You must provide the Services during the term described in Schedule A, regardless of the date of execution or delivery of this agreement.
2. You must supply and pay for all labour, materials and approvals necessary or advisable to provide the Services.
3. You must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. You must comply with our instructions in performing the Services, but not as to the manner in which those instructions are carried out except as specified in this agreement.
6. You must, upon our request, fully inform us of all work you do in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all material that has been produced or received by you or any subcontractor as a result of this agreement (collectively the "Material"), including, without limitation, accounting records, findings, software, data, specifications, drawing, reports, and documents, whether complete or not.
9. You must treat as confidential all Material and not permit its disclosure without our prior written consent except as required by applicable law, including *the Freedom of Information and Protection of Privacy Act*.
10. The Material and any property we provide to you or a subcontractor is our exclusive property. You must deliver it to us immediately upon our request.
11. The copyright in the Material belongs exclusively to us. Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you or your employees or subcontractors may have in the Material and confirming the vesting of the copyright in us.
12. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles outlined in Schedule D if any, as modified from time to time in accordance with our directions.
13. You must apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with this agreement.
14. You must comply with all applicable laws.
15. You must indemnify and save harmless us and our employees and agents (each an "Indemnified Person") from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified person may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services, except liability arising out of any independent negligent act by us.
16. You must not assign your rights under this agreement without our prior written consent.
17. You must not subcontract any obligation under this agreement other than to persons listed in Schedule C without our prior written consent. No subcontractor, whether consented to or not, relieves you from any obligations under this agreement. You must ensure that any subcontractor fully complies with this agreement in performing the subcontracted Services.
18. You must not provide any services to any person in circumstance which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.
19. You must not do anything that would result in personnel you hire being considered our employees.
20. You must not commit or purport to commit us to pay any money except as authorized by this agreement.

### **PAYMENT**

21. We must pay you the Fees described in Schedule B. We must pay you for expenses in accordance with Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services. We are not obligated to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
22. You must submit written statements of account to us, but no sooner than the dates referred to in Schedule B as the "Billing Dates".
23. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien claim that could arise in connection with the provision of the Services.
24. Unless otherwise specified in this agreement, all references to money are to Canadian dollars.

### **TERMINATION**

25. We may terminate this agreement for any reason on giving 10 days' written notice of termination to you. If we do so for any reason other than your failure to comply with this agreement, we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this agreement.
26. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.

### **GENERAL**

27. You are an independent contractor and not our employee, agent or partner.
28. If you are a corporation, you represent and warrant to us that you have authorized your signatory to enter into and execute this agreement on your behalf without affixing your common seal.
29. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
30. This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
31. Time is of the essence in this agreement.
32. Any notice contemplated by this agreement, to be effective, must be in writing and either:
  - (a) sent by fax to the addressee's fax number specified in this agreement, or
  - (b) delivered by hand to the addressee's address specified in this agreement, or
  - (c) mailed by prepaid registered mail to the addressee's address specified in this agreement.

Any notice mailed in accordance with subsection (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
33. A waiver of any term of this agreement or of any breach by you of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
34. No modification of this agreement is effective unless it is in writing and signed by the parties.
35. This agreement and any other modification of it constitute the entire agreement between the parties as to performance of the Services.
36. All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its rules.
37. Sections 6, 8, 9, 10, 11, 13, 15 and 18 continue in force indefinitely, even after this agreement ends.
38. The schedules to this agreement are part of this agreement.
39. If there is a conflict between a provision in a schedule to this agreement and any other provision of this agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this agreement.
40. In this agreement, "we", "us", and "our" refer to -----alone and never refer to the combination of the Contractor and-----; that combination is referred to as "the parties".