

**CONTRACT
“FEE FOR SERVICE”**

THIS CONTRACT made and entered into this _____ day of _____, 20.

BETWEEN

(Contractor)

AND

District of Tumbler Ridge
305 Founders Street
PO Box 100
Tumbler Ridge, BC V0C 2W0
("District")

NOW THEREFORE, The District and the Contractor agree as follows:

1. STATEMENT OF DELIVERABLES

The Contractor shall carry out the services described in "Schedule A" as attached to this contract. The Contractor must abide by the conditions agreed upon as set forth in the Fee For Service Policy and Fee For Service Policy Application Form "Schedule A".

2. INDEMNIFICATION

The Contractor shall indemnify and save harmless the District from and against all claims, losses, costs, damages, duties, delays, proceedings, or actions arising out of, or related to the Contractor's activities in executing the work.

3. PROPERTY OF THE OWNER

The Contractor shall be responsible for any loss or damage to any property of the District arising out of the performance of the services. Such property shall only be used by the Contractor as may be directed by the District and its authorized representatives, and the Contractor shall, at any time when requested to do so, account to the District for the use of such property.

4. SUSPENSION OR TERMINATION OF THE CONTRACT

- (a) The District may, upon notice in writing to the Contractor, suspend or terminate the contract at any time. The Contractor will comply with any such notice immediately.
- (b) If the District terminates the contract because of default by the Contractor, the obligation of the District to make payment to the Contractor shall cease and no further payments shall be made to the Contractor unless the District shall be satisfied that no financial prejudice will result to the District from such further payments.
- (c) The Contractor may terminate the contract with reasonable notice (30 days) or immediately with the agreement of both parties.

5. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants that the '[name of organization]':

- (a) is a not for profit society validly incorporated and in good standing under the laws of British Columbia and does not conduct its activities with a view to obtaining, and does not distribute, profit or financial gain for its members;
- (b) has the power and capacity to enter into and carry out the obligations under this Contract; and
- (c) has completed all necessary resolutions and other preconditions to the validity of this Contract.

6. ANNUAL REPORTING

The Contractor will be required to submit an annual report to Council by December 31 of the following year which highlights accomplishments, goals and objectives, benefits provided to the community, and a financial statement outlining how the District’s funding was utilized.

7. TERM

The term of this Contract commences on the date first written above commencement date and expires three years from the Commencement Date (the “Term”), subject to earlier termination pursuant to the terms of this Contract.

8. PAYMENT SCHEDULE

Council approved Fees For Service included in the current year’s budget shall be paid as follows unless stipulated otherwise in the Contract:

- (a) Contracts \$5,000 and under:
Shall be paid out in one lump sum payment as soon as practical after the Fee for Service Contract is signed.
- (b) Contracts \$5,001 and over:
 - i) That 25% of the contract be paid as soon as practical after the Fee For Service Contract is signed.
 - ii) Further quarterly payments be paid pending review of quarterly report.

IN WITNESS THEREOF, the parties hereto agree that the complete agreement, together with and subject to all provisions contained with shall, when accepted and executed, constitute a binding contract between the Contractor and the District.

DISTRICT OF TUMBLER RIDGE

CONTRACTOR

Mayor

Authorized Signatory

Corporate Officer

Authorized Signatory

SCHEDULE "A"

DELIVERABLES