

CONTRACT FOR THE PROVISION OF (1) SERVICES

Between:

The (2) Curling Club Limited
(Hereinafter referred to as the Club)

And:

(3)
(Hereinafter referred to as the Contractor)

Whereas, the Club wishes to have certain (1) services performed as set forth below and;

Whereas, the Contractor agrees to provide said (1) services as set forth below.

Therefore, this Contract witnesses that the parties hereto in consideration of the performance of the covenants, obligations, terms and conditions stated herein, agree with each other as follows.

1. PURPOSE

During the duration of this Contract, the Club hereby engages the Contractor for the purpose of providing certain (1) services and performing the obligations detailed in Appendix "A", entitled "Duties and Responsibilities", which is attached hereto. (4)

2. DURATION (5) (8)

This Contract shall be for the (6) Club curling season and shall be effective as of (7) and conclude on or about (7). The end date shall be dependent upon the conclusion of the curling activities at the Club.

3. CONTRACTOR STATUS

The Contractor acknowledges that, for the purposes of any applicable employment legislation, there shall be no Employer/Employee relationship between the Club and the Contractor. The Contractor shall be solely responsible for any and all provincial and federal statutory payments and/or deductions required to be made, including those required for the Canada and Quebec Pension Plans, Employment Insurance and Income Tax.

4. REMUNERATION

For the duration of this Contract, the Club shall remunerate the Contractor in accordance with the provisions of “Appendix B” of this Contract, entitled “Remuneration”, which is attached hereto. **(9)**.

5. TERMINATION

Notwithstanding any other provision of this Contract, either party, giving at least two weeks notice **(10)** to the other party, may terminate this Contract. Under such circumstances, the Contractor shall be entitled to all payments required to be made in accordance with this Contract for the period during which services were performed and until the date specified in the notice of termination.

6. REPORTING (11)

The Contractor shall be responsible to the Board of Directors of the Club and shall report to the Manager of the Club.

7. BUSINESS INTERRUPTION (12)

The Club shall cover the Contractor under the Club’s insurance policy for payment under such contracts in the event of an interruption of services arising from an insured loss.

8. GOVERNING LAW

This Contract shall be interpreted in accordance with the laws of the Province of **(13)**, as applicable from time to time. Any dispute arising from this Contract shall be settled in the appropriate judicial jurisdiction of the Province of **(13)**.

9. SEVERABILITY

In the event that a court of competent jurisdiction shall deem any provision of this Contract void or invalid, the remaining provisions shall be and remain in full force and effect.

10. WAIVER

The waiver of either party of any breach or violation of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach or violation of this Contract.

11. ASSIGNMENT

This Contract shall not be assignable by the Contractor without the prior written consent of the Club.

12. INUREMENT

This Contract shall be binding upon the parties and shall inure to the benefit of their respective executors, administrators, heirs, successors and assigns.

13. NOTICES

Any notice required or permitted to be given by one party of this Contract to the other party of this Contract shall be sufficiently given if delivered personally or if mailed by registered mail to the receiving party's last known address. If any such notice is given by mail, it shall be deemed to be given forty-eight (48) hours after the time it is posted.

14. CONTRACT AMENDMENT

This Contract may be amended by mutual agreement of the parties hereto. Any amendments to this Contract must be in writing and signed by the parties hereto or they shall have no effect and shall be void.

15. HEADINGS

The headings utilized in this Contract are for convenience only and are not to be construed in any way as additions to, or limitations of, the covenants and agreements contained in this Contract.

16. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the services of the Contractor are terminated and cancelled and each of the parties releases and forever discharges the other of and from all manner of action, causes of action, claims or demands under or in respect of any such agreement. There are no representations, understandings, promises or undertakings affecting the terms of this Contract unless specified herein.

IN WITNESS WHEREOF the parties have duly executed this Contract in the City of Ottawa this (xx) day of (mm), (yyy). **(14)**

The (2) Curling Club Limited

The (15)

(16), President

(17)

Witness

Witness