[INSERT ORGANIZATION LOGO HERE]

[DATE]

[NAME]

[MAILING ADDRESS]

[EMAIL ADDRESS]

PRIVATE AND CONFIDENTIAL

**RE: Contract Agreement – [POSITION]**

Dear [NAME],

We are pleased to engage you to provide [SERVICE TYPE] services to [ORGANIZATION] “the Organization” as per the terms and conditions set out below.

1. **Services**

You will provide [DESCRIPTION OF SERVICES] to the Organization, as described in the attached Schedule A (the “Services”). You will report to [NAME], [TITLE].

1. **Status**

You are an independent contractor and not an employee of the Organization. This Contract Agreement will not create any partnership, joint venture, employer/employee or any other relationship between the Organization and you, except that of independent contractor and contractee. You will refer to yourself as a “Contractor” in representing your relationship with the Organization to third parties. You are free to determine how best to provide the Services without control by the Organization, but will be subject to the standards expressed in this Contract Agreement.

1. **Term**

This Contract Agreement is for a term, commencing on [START DATE] and ending on [END DATE], unless terminated early in accordance with paragraph 4.

1. **Early Termination**

This Agreement may be terminated prior to the expiration of the Term:

* 1. By the Organization, at any time and without notice, for just cause;
  2. By either party, at any time, with [THREE (3) WEEKS’] written notice of termination.

1. **Service Upon Termination**

In the event of the termination of this Contract Agreement, both parties agree to conduct themselves professionally and with the intention of minimizing the disruption to the business of the Organization caused by the termination of this Contract Agreement. At any time after receiving or giving notice of termination, the Organization may, at its sole discretion, modify the scope of the Services, including without limitation, requiring that you not perform the Services for the balance of the notice period.

1. **Fees**

In exchange for the performance of the Services, you will be paid an hourly fee of [$X/HOUR] (with a maximum monthly fee of [$X]), plus GST if applicable, to be paid [FREQUENCY] upon receipt and approval of an invoice.

1. **Taxes and Remittances**

You, as an independent contractor, are personally responsible for promptly paying all appropriate federal, provincial and income and other taxes. The Organization shall have no responsibility to make deductions, payments or remittances for health, welfare and pension costs, withholding for income tax purposes, employment insurance premiums, worker’s compensation premiums, Canada Pension Plan premiums or taxes, payroll taxes (including employer health tax, if applicable) or disability insurance premiums, or to pay benefits in respect of vacation pay, sick leave, retirement benefits, health or disability benefits or other benefits of any kind. If requested, you will provide proof of having registered for and having paid the applicable employment insurance and worker’s compensation premiums on your remuneration.

1. **Indemnity**

You agree to indemnify and hold the Organization harmless from all claims, losses, assessments, penalties, interest, liabilities or costs (including, without limitation, solicitor and own client legal fees) arising directly or indirectly from any failure by you to make the remittances referred to in paragraph 7.

1. **Expenses**

You are responsible for payment of your own expenses, except for the reasonable costs in providing the Services, which have been approved in writing by the Organization prior to them being incurred.

1. **Standard of Service**

When engaging with third parties in the performance of the Services, including members of prospective members of the Organization, you will conduct yourself in a professional, business-like manner. You will not promote any personal business interests that will result in business being taken away from the Organization.

1. **Time Off**

You may refrain from providing services for a total of two (2) unpaid weeks during the Term (or as otherwise approved by the Organization) to be scheduled at your discretion provided you give the Organization at least two (2) weeks’ notice of the same.

1. **Equipment and Supplies**

To facilitate organization and maintain consistent customer service, the Organization is able to supply you with office premises, standard office supplies and equipment, and an email account. If you choose to use your own office facilities, supplies and equipment, you will be responsible for the cost of the same.

1. **Communication and Check-Ins**

A minimum of one (1) weekly check-in phone call or email will be required. Additional check-in meetings will be scheduled as required.

1. **Hours of Work**

As an independent contractor you may determine and set your own hours of work, provided that you are able to adequately perform the Services.

1. **Authority**

You do not have the authority to, and will not in any manner whatsoever, commit or purport to commit the Organization to any obligations, contractual or otherwise, or to the payment of any money to any person, corporation or entity, except with the Organization’s prior written approval.

1. **Records**

You will keep records of all activity undertaken in providing the Services and will make available all records upon request of the Organization.

1. **Confidentiality**

You acknowledge that the Organization has and will have certain trade secrets, products, technology, forms, contracts, member data, member lists and other information (“Confidential Data”), and during your Services you may have access to some or all of the Confidential Data. You agree that during your Term, and any time after, you will not disclose, duplicate, transfer, sell, publish, transmit, exploit, modify, reverse-engineer or take any benefit from any of the Confidential Data or assist any third party to do any such things herein. Further, you agree to comply with any and all obligations the Organization has with respect to the confidential and/or personal information of its members, prospective members, and staff.

1. **Insurance**

Because you are an independent contractor, you will not be covered by the Organization’s liability insurance. We recommend that you obtain such insurance independently as you will have to comply in all aspects with applicable workers compensation legislation and must maintain coverage as is required by that legislation.

1. **General Terms**

Waiver by either party of any particular default, breach or omission shall constitute waiver of that particular default, breach or omission only and shall not affect or impair the waiving party's rights to insist on the due performance of the other party's obligations thereafter. The provisions of this Contract Agreement are independent and severable. The invalidity of any provision shall not affect the validity of any other provisions of this Contract Agreement.

Please indicate your acceptance of the terms and conditions set out in this Contract Agreement by signing in the space provided below.

Sincerely,

[INSERT DIGITAL SIGNATURE HERE]

[ORGANIZATION]

[NAME, TITLE]

ACCEPTED AND AGREED:

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print name) accept the above terms and conditions contained in this Contract Agreement and acknowledge and declare that I have carefully considered and understand those terms and conditions, and have had, or had the opportunity to obtain, independent legal advice on such terms and conditions, and agree that they are mutually fair and equitable.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Cc: [NAME, TITLE]