

Contractor Health and Safety Responsibility Agreement

THIS AGREEMENT is made this _____ day of _____, 20____ between _____(the “Contractor”) and the District of Parry Sound Social Services Administration Board (DSSAB).

The parties agree to the following:

1. The Contractor shall employ only orderly, trained, competent and skillful people to do the work and the Contractor’s employees shall be fully covered under the Workplace Safety and Insurance Act by the Contractor and shall provide an up to date Clearance Certificate from the Workplace Safety and Insurance Board.
2. The Contractor acknowledges and accepts all risk arising or pertaining to the ownership, possession, use or operation of its equipment in the completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible.
3. The Contractor shall indemnify and save harmless the DSSAB from any and all claims, demands, actions, losses or property damage arising directly or indirectly from the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible. Contractor shall protect and hold the DSSAB harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by Company in connection with such litigation. The indemnities contained in this Agreement shall not be prejudiced by and shall survive the termination of this Agreement.
4. Contractor shall, during any time in which it is providing services to the DSSAB, take out and keep in full force and effect property damage and public liability insurance in which the limits of public liability and property liability shall not be less than five million (\$5,000,000) dollars per occurrence, the whole at the Contractor’s sole cost and expense. All policies shall be written with insurance companies qualified to do business in the Province of Ontario and shall name the DSSAB as an additional insured and a certificate acknowledging same must be provided to the DSSAB.
- 5. The Contractor shall abide by and ensure that each of the Contractor’s employees and sub-contractor’s employees (if applicable) abide by the provincial health and safety legislation and Regulations. The Contractor further acknowledges and agrees that any violation of safety legislation and regulations is justification for the immediate termination of its contract with the DSSAB, without any further obligation on the part of the DSSAB.**
6. The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses required by any authorities having jurisdiction over the business of the contractor. The Contractor shall also comply with federal, provincial and municipal governmental laws and regulations which are applicable to its business, and in particular, those affecting health and safety, workers’ compensation and environmental matters.

7. This Agreement shall be constructed and enforces in accordance with the laws of the Province of Ontario and the parties agree to adhere to the jurisdiction of the Courts of that Province.

8. This agreement embodies the entire agreement of the parties with regard to the matter herein, and no other agreement shall be deemed to exist, except as entered into in writing by both parties to this Agreement.

9. The Contractor shall not assign this Agreement or any part of it and may not employ or retain anyone as a subcontractor or otherwise, to perform any part of its obligations under his Agreement without prior written consent of the DSSAB.

10. Contractors and their staff will hold confidential any information pertaining to the DSSAB, DSSAB clients and staff during the course of their work while on DSSAB property.

11. No contracted work offers will be granted by the DSSAB unless this Agreement terms and conditions are fully accepted and agreed upon by the parties to the satisfaction of the DSSAB.

Accepted this _____ day of _____, 20 _____

CONTRACTOR

DSSAB

By: _____

By: _____

(authorized signing officer)

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____