

CARETAKER SERVICES AT SUNNY COVE CAMP

Standard Form Agreement

This agreement made in duplicate this ____ day of _____, 2015

Between:

**The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9**

Hereinafter referred to as the Corporation

and:

**Kurt Carlson
(doing business as KC Contracting)
1209 Elizabeth Street East
Fort Frances, ON P9A 3R8**

Hereinafter referred to as the Contractor

Whereas the Corporation requires Caretaker Services at Sunny Cove Camp on a contract basis effective May 1, 2015;

And whereas the Contractor claims to have sufficient knowledge, experience and expertise to deliver said services to the Corporation in a manner acceptable to the Corporation;

And whereas the Contractor has offered his services to the Corporation as outlined in the tender;

And whereas the Corporation desires to accept the offer of services from the Contractor.

Now Therefore the Parties Hereto Agree as Follows:

The Contractor agrees to provide to the Corporation the Services, as “services” are defined herein, and

The Corporation agrees to compensate the Contractor for said services by payment to the Contractor as outlined in the tender.

Responsibility of the Contractor to Provide Services

The delivery of the following services and for purposes of this agreement “services” is defined as follows:

- **Provides care-taking services for the day to day cleaning and maintenance of Sunny Cove Camp including grass cutting, cleaning halls, cleaning sleeping cabins, and cleaning shower area and washrooms;**
- **Provides assistance to organizations renting the camp as required and directed;**

- **Contacts municipal trades to complete necessary repairs to facilities if the repairs are beyond individual's capabilities;**
- **Keeps Manager of Community Services apprised of current maintenance and renter issues;**
- **Refers all rental inquiries to the Memorial Sports Centre;**
- **Enforces camp rules and regulations;**
- **Incumbent will abide by Ontario Health & Safety Legislation and follow Corporate Health & Safety Policies;**
- **After successfully completing the Operation of Small Drinking Water Systems course the incumbent would become a "Trained Person" under the requirements of O. Reg. 170/03 and would be allowed to operate, maintain, take samples and conduct chlorine residual or turbidity tests from within this system;**
- **Performs additional duties as identified by the Manager of Community Services.**

The Contractor will have substantial contact with tenants of Sunny Cove Camp and personnel of the Corporation in the delivery of the services under this Contract.

Work Schedule

Hours of work may fluctuate and are flexible, depending upon maintenance requirements and volume of tenants in the camp. Work is typically performed outdoors at a lakeside camp environment.

Payment

For purposes of this agreement, compensation for services is defined in the submitted tender document.

The Corporation agrees to compensate the Contractor as defined in the submitted tender, upon receipt of invoice and subject to approval by management.

Contractor to be Named Insured

The Contractor shall provide proof of insurance with respect to the operations of Kurt Carlson (doing business as KC Contracting) and only with respect to services provided for the Corporation under this Agreement.

Termination of Contract

This Contract may be terminated by the Corporation for non-performance or frustration, without notice or pay in lieu thereof. It is agreed that any breach or evasion of any of the terms of this Contract by either party may result in immediate and irreparable injury to the other party and will authorize recourse to injunction and or specific performance as well as to all other legal or equitable remedies to which such injured party may be entitled under this Agreement.

Confidentiality

The Contractor shall not disclose in any manner whatsoever any knowledge, information, record or otherwise, found out or otherwise while conducting work for the Corporation, to any entity except as directed and consented to by the Corporation or a court of law.

Corporation Property

The Corporation shall provide to the Contractor the tools, products and materials necessary to deliver the service, as outlined in the tender document. All products, tools and materials supplied by the Corporation will remain the sole property of the Corporation, and shall be used by the Contractor for purposes of delivering the Services under this Agreement only.

Communications

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual for whom they are intended or if sent by registered mail or by fax if available addressed as follows:

**Kurt Carlson, KC Contracting
1209 Elizabeth Street East
Fort Frances, ON P9A 3R8**

and

**The Corporation of the Town of Fort Frances
Municipal Clerk
320 Portage Avenue
Fort Frances, ON
P9A 3P9
Fax: 807-274-8479**

IN WITNESSETH WHEREOF the Parties have hereunto caused their corporate seals to be affixed duly attested to by the hands of their proper signing officers in that behalf or (in the case of unincorporated parties) set their hands and seals.

For the Contractor:

Kurt Carlson

**Witness as to Signature of
Kurt Carlson**

Date

For the Corporation:

R. Avis, Mayor

E. Slomke, Municipal Clerk

**(We have the authority to bind the
corporation)**

Date