

## AGREEMENT FOR SERVICES

BETWEEN:

**XXX**  
[Insert Address]

- and -

**ZZZ (Hereinafter "Contractor")**  
[Insert Address]

**WHEREAS** XXX, a non-profit corporation, is the governing body for the sport of \_\_\_\_\_ in Alberta;

**AND WHEREAS** the Contractor is skilled in (administration, planning, coaching, web design, development, implementation);

**AND WHEREAS** the Parties have agreed to enter into an agreement for services and wish to reflect the terms of their agreement in writing;

**NOW THEREFORE** in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties hereby agree as follows:

### Responsibilities of XXX

1. XXX will:
  - a. *Insert Responsibilities*

### Responsibilities of the Contractor

2. **The Contractor will:**
  - a. *Insert Responsibilities*

### Fees and Payments

3. XXX will pay to the Contractor \_\_\_\_\_ dollars per hour plus HST payable within fourteen (14) days upon receipt of a monthly invoice from the Contractor.
4. Consideration payable to the Contractor will be of a confidential nature and will not be discussed with any third parties.

### Term

5. This Agreement will commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and will terminate on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, unless earlier terminated pursuant to this Agreement.

### Termination of Agreement

6. Either Party may terminate this agreement immediately if either Party goes into liquidation or insolvency or has an administrator or receiver of its undertaking appointed.
7. XXX may terminate this agreement upon seven (7) days written notice to the Contractor of its intention to terminate this Agreement, which will terminate accordingly.
8. Either Party may terminate this Agreement if there is a breach of the terms of this Agreement. In such case, written notice must be given to specify the breach and the Party receiving the notice will have five (5) days to remedy the matter.

9. In the event this Agreement is terminated, the Parties will pay all monies owed in accordance with this agreement to date of termination.

#### **Conditions Following Termination**

10. Upon termination, the Parties agrees to:
  - a. Immediately cease using the Intellectual Property of the other party.
  - b. Not to divulge or use any Confidential Information.
  - c. Pay all their respective debts owing to creditors relating to this Agreement.
  - d. Coordinate a smooth transition so the services described herein are not jeopardized.

#### **Assignment**

11. The Parties agree not to commit or purport to commit the other party to the payment of any money to any person, organization or corporation without the prior written consent of the Parties.
12. The Parties will not assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement without express written consent from the Parties.

#### **Agency and/or Partnership**

13. Nothing in this agreement will be construed as making the Parties partners or in a joint venture.
14. The Parties agree not to hold themselves out, as the agents of the other party and under no circumstance will either party have the authority to bind the other party or hold itself out to any third party as having such authority.

#### **Independent Contractor**

15. The Parties agree and acknowledge that the relationship intended by this Agreement is that of independent contractor.
16. The Contractor agrees to save harmless and indemnify XXX from and against all claims, charges, taxes, penalties and/or demands which may be made by the Canada Customs and Revenue Agency requiring XXX to pay income tax payable by the Contractor; or on behalf of or related to the Employment Insurance Commission or the Canada Pension Commission under the applicable statutes and regulations with respect to any amount payable by the Contractor.

#### **Confidentiality**

17. The Contractor will not, either during the term of this Agreement or at any time thereafter, disclose to a third party any Confidential Information concerning the members, business or affairs of XXX.
18. Confidential Information includes, but is not limited to, software, know-how, trade secrets, technical personal information, and business information relating to XXX's plans, development models, inventions, products, services, finances, customers, members, marketing, future business and sponsorship plans and any other information which is identified as confidential by XXX. It also includes third party information which is received by XXX in confidence, including information received from clients, customers, potential business partners, sponsors, buyers and others.
19. The Contractor will:
  - a) Return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately upon such request.
  - b) Take every reasonable step to prevent third parties from obtaining, examining and/or making copies of any Confidential Information.

- c) Use his/her best efforts to follow all confidentiality, security and information technology policies of XXX.
- d) Use Confidential Information solely as may be required in connection with the Contractor's responsibilities described herein.

### **Proprietary Rights**

- 20. The Parties represent and warrant that they either own or have obtained the consent of all holders of all trademarks, copyrights or other intellectual property rights required to be obtained in connection with this Agreement.
- 21. Copyright and any other intellectual property rights in all written material (including material in electronic format), software, databases and other works produced by the Contractor during the term of this Agreement, or otherwise produced in connection with this Agreement (collectively "XXX Intellectual Property") will be owned exclusively by XXX, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes.

### **Liability and Indemnity**

- 22. The Contractor will indemnify and hold harmless XXX and its respective directors, officers, consultants, agents and employees ("XXX Indemnified Parties") from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons and will defend, indemnify and hold harmless the XXX Indemnified Parties, or any of them, from any and all claims, damages, suits, costs, expenses, liabilities, fines, obligations, penalties, demands, actions or proceedings of any nature or kind whatsoever (including, without limitation, legal fees and disbursements) of or by anyone whatsoever, resulting from, or arising out of, directly or indirectly:
  - a. Any negligent act or omission or wilful misconduct of the Contractor or its respective directors, officers, servants, subcontractors, employees or any other persons for whom in law The Contractor is responsible who are acting under the Contractor direction or supervision;
  - b. Any breach of any term, obligation, requirement, covenant or condition of this Agreement on the part of the Contractor.
- 23. XXX will indemnify and hold harmless the Contractor and its respective directors, officers, consultants, agents and employees ("The Contractor Indemnified Parties") from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons and will defend, indemnify and hold harmless the Contractor Indemnified Parties, or any of them, from any and all claims, damages, suits, costs, expenses, liabilities, fines, obligations, penalties, demands, actions or proceedings of any nature or kind whatsoever (including, without limitation, legal fees and disbursements) of or by anyone whatsoever, resulting from, or arising out of, directly or indirectly:
  - a. Any negligent act or omission or wilful misconduct of XXX or its directors, officers, servants, subcontractors, employees or any other persons for whom in law XXX is responsible who are acting under XXX's direction or supervision;
  - b. Any breach of any term, obligation, requirement, covenant or condition of this Agreement on the part of XXX.
- 24. The provisions of clauses 16, 22 and 23 will continue in force indefinitely after termination of this Agreement.

### **Notices**

- 25. Notices and correspondence required to be sent to any party in connection with this Agreement will be in writing and will be sent by post to the addresses listed above.

26. Any change in address will be notified to the other party immediately.
27. Notice will be deemed to have been given after the seventh day of the date of post for mail and the day of delivery for facsimile.

**Dispute Resolution**

28. The Parties agree to submit any dispute they may have regarding this Agreement or its termination to mediation, the costs of which will be shared equally between the parties. If a mediated resolution of the dispute cannot be achieved within 30 days of initiating mediation, the parties agree to submit the dispute to binding arbitration before a mutually acceptable, independent arbitrator. The costs of the arbitration will be shared equally between the two Parties.

**Governing Law**

29. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta.

**General**

30. No failure or delay by the Parties in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.
31. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.
32. This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties. Any amendments hereto are enforceable only if in writing and signed by each of the parties.
33. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.
34. This Agreement has been executed by an authorized signatory of each party who is duly entitled to represent and bind the party.
35. The termination of this Agreement, for whatever reason, will not terminate any provision which is expressly provided to continue in force after such termination.

**THE PARTIES HEREBY AGREE** to abide by the terms and conditions outlined in this Agreement.

The parties have signed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

XXX

Contractor

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:

