



"SERVICE"

HAMLET OF ENTERPRISE

AND

"COMPANY PROVIDING SERVICE"

Date and/or Duration of Agreement

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THIS AGREEMENT dated the _____ day of _____, 20_____.

BETWEEN:

HAMLET OF ENTERPRISE
(hereinafter referred to as "Enterprise")

AND:

"COMPANY PROVIDING THE SERVICE"
(hereinafter called the "Proponent")

FISCAL YEAR AND PROJECT NAME

WHEREAS:

- A. Enterprise has requested a **Quote** to provide the Services;
- B. The Proponent has submitted a **Quote**, which the was accepted by Enterprise; and
- C. Enterprise and the Proponent have agreed to enter into this Agreement for the provision of the Services by the Proponent.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants herein contained, Enterprise and the Proponent covenant and agree each with the other as follows:

ARTICLE 1- DEFINITIONS

1.1 Definitions

For the purposes of this Agreement, including the recitals hereto, each of the following expressions have the meanings ascribed to them in this Section 1.1, unless the context otherwise requires:

- (a) "**Agreement**", "**hereto**", "**herein**", "**hereby**", "**hereunder**", "**hereof**" and similar expressions when used in this Agreement refer to the whole of this Agreement which includes the attached Schedules and not to any particular Article or Section or portion thereof and include any and every instrument supplemental hereto;
- (b) "**Agreement Amount**" means that amount as designated in Schedule "B" hereof;
- (c) "**Commencement Date**" means that date as designated in that amount as designated in Schedule "B" hereof or such other date as may be agreed upon in writing by the parties;
- (d) "**Completion Date**" means that date as designated in that amount as designated in Schedule "B" hereof or such other date as may be agreed upon in writing by the parties;
- (e) "**Confidential Information**" has the meaning ascribed to it in Section 5.1;
- (f) "**Proposal**" means that proposal/quote issued by the Proponent, in response to the Request, as attached hereto as Schedule "C";
- (g) "**Request**" means that *Request for Quotes* issued by Enterprise as attached hereto as Schedule "D";

- (h) "Services" means those Services to be provided and performed by the Proponent hereunder, as more particularly described in both the Schedule "A" hereto and the Proposal, and all other services to be provided or performed as directed by Enterprise;
- (i) "Term" means the period of time commencing on the Commencement Date and ending on the Completion Date.

1.2 **Number and Gender**

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter gender and words importing persons shall also mean firms, corporations and partnerships and vice versa.

1.3 **Headings and Division**

The division of this Agreement into Articles and Sections and the headings of any Articles or Sections are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

ARTICLE 2 - SERVICES

2.1 **Services**

The Proponent shall provide the Services upon the terms and conditions contained herein.

2.2 **Commencement and Completion of Services**

The Proponent shall commence the Services no later than the Commencement Date and complete the Services on or before the Completion Date, subject always to sooner termination as provided for herein.

2.3 **Performance of Work**

The Proponent shall exercise the degree of care, skill and diligence normally used in performing services of a similar nature to those Services to be provided under this Agreement. All work done in performing the Services under this Agreement shall:

- (a) be supervised by competent and qualified personnel;
- (b) be performed in accordance with Enterprise' directions and to Enterprise' satisfaction;
- (c) comply with the requirements of this Agreement;
- (d) comply with the proposals put forth by the Proponent as set forth in the Proposal; and
- (e) be documented according to Enterprise' requirements in the Request.

All work done in performance of the Services shall be subject to such review as Enterprise considers advisable or appropriate. Any work not meeting the requirements of this Agreement may be rejected by Enterprise and shall require appropriate correction by the Proponent. No such review by Enterprise shall relieve the Proponent from the performance of its obligations hereunder.

2.4 **Warranty of Proponent**

The Proponent represents and warrants to Enterprise that:

- (a) it has sufficient skill, knowledge, expertise and resources, including qualified and competent personnel, to perform and provide the Services in accordance with the provisions of this Agreement;

- (b) any materials provided respecting the Services shall fully comply with the technical specifications as contained in the Request and in the Proposal. In the event of a discrepancy in the technical specifications concerning the Services or necessary materials for the performance of the Services between the Request and the Proposal, the terms contained in the Request shall govern;
- (c) the Proponent's provision of the Services shall fully comply with the terms of service as contained in the Proposal;
- (d) that it is not involved in and is not aware of any actual or potential law suit or circumstance which would or could materially affect its ability to perform the Services hereunder and, upon becoming aware of such, it shall immediately notify Enterprise and provide Enterprise with details of the nature of the law suit or circumstance; and
- (e) that the entering into of this Agreement and the performance of the Services hereunder shall not cause the Proponent to be in breach of any obligation of confidentiality which the Proponent may owe to any third party, or otherwise cause the Proponent to be in breach of any agreement or undertaking with any third party.

2.5 **Progress Reports**

If required by Enterprise, the Proponent shall provide progress reports to Enterprise and/or attend progress meetings regarding the performance of the Services, in such form and detail and whenever and as often as requested by Enterprise.

2.6 **Compliance with Legislation**

In performing the Services hereunder (including any portion thereof performed by any subcontractors), the Proponent shall comply with the provisions and requirements of all laws, rules and regulations by lawful authority applicable including, without limitation, all relevant legislation, codes, bylaws, regulations and ordinances as well as Enterprise' policies, procedures and regulations as are made known to the Proponent by Enterprise. Where there are two or more laws, codes, bylaws, regulations, ordinances, policies, procedures or regulations applicable to the Services, the more restrictive shall apply. In the event the Proponent, its personnel, any agent or subcontractor or their respective personnel, fail to comply with any legislation or any regulations thereunder and Enterprise is required to do anything or take any steps or pay any amounts to rectify such non-compliance, the provisions of Section 4.4 of this Agreement shall apply.

2.7 **Permits and Licenses**

The Proponent shall obtain and pay for all necessary permits or licenses required in connection with providing or performing the Services.

2.8 **Incorporation of Both Request and Proposal**

The Proponent agrees and acknowledges that both the Request and the Proposal are incorporated into this Agreement and in addition to all obligations contained herein, the Proponent shall provide all equipment, services and all other ancillary matters as contained in both the Request and the Proposal unless such equipment, services or other ancillary matters conflict with the terms of this Agreement, in which case the terms of this Agreement shall supersede. If there is a term between the Request and the proposal that contradict each other and which this Agreement does not address, the terms of the Request shall supersede the conflicting terms contained in the Proposal.

2.9 **Ownership of Copyright**

Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Proponent in performing the contract or conceived, developed

or first actually reduced to practice in performing the contract (herein called the "Property") shall vest in Enterprise and the Proponent hereby absolutely assigns to Enterprise, the copyright in the Property for the whole of the term of the copyright. Additionally, the Proponent warrants that it has obtained waivers of moral rights from all authors of the Property to the effect that the authors waive all moral rights that the authors have or may acquire in respect of such Property as against Enterprise and any third party that may be retained by the Town to work with such Property.

ARTICLE 3 - PERSONNEL

3.1 No Substitution

If specific personnel are designated by this Agreement to perform the Services or any part thereof, the Proponent shall not substitute other personnel for those designated without the prior written consent of Enterprise. If any such personnel shall become no longer available for any reason, the Proponent shall supply a similarly experienced and skilled individual as soon as practicable subject to approval of such individual by Enterprise.

3.2 No Subcontractors

The Proponent shall not engage or retain any agent, subcontractor or any other third party for purposes of providing the Services hereunder in whole or in part without the prior written consent of Enterprise (which may be arbitrarily withheld) and on terms and conditions satisfactory to Enterprise in its sole discretion. The use of any agents, subcontractor or any other third parties by the Proponent shall in no way relieve the Proponent from its responsibility and obligation to provide the Services in accordance with the provisions of this Agreement.

3.3 Removal of Personnel

The Proponent shall forthwith remove from Enterprise' premises and from performance of the Services any officer, employee, agent or subcontractor who is for any reason unsatisfactory to Enterprise including, without limitation, and such person who:

- (a) fails, in the opinion of Enterprise or in the opinion of the Proponent, to carry out the work required in the performance of the Services in a satisfactory manner including, without limitation, causing any delays in the performance of the Services; or
- (b) discloses or uses any Confidential Information contrary to the provisions of Article 5 of this Agreement, without the prior written permission of Enterprise.

Any costs or expenses associated with removal of any such officer, employee, agent or subcontractor shall be the sole responsibility of the Proponent.

3.4 Safety

The Proponent shall be responsible for the safety of its personnel and any agents or subcontractors, and all property of the Proponent or its personnel, agents or subcontractors while on Enterprise premises.

ARTICLE 4 - PAYMENT

4.1 Payment

Enterprise shall pay the Agreement Amount to the Proponent in accordance with the terms and conditions as set forth in Schedule "B" hereto.

4.2 **Excess Payments, Taxes**

Enterprise shall not pay any amount exceeding the Agreement Amount or make any payment for any work done by the Proponent after the Completion Date unless prior written authorization has been obtained by the Proponent from Enterprise. All customs duties, excise taxes (including G.S.T.), federal, territorial and municipal taxes and other duties, taxes or charges of a similar nature of the Proponent are not included within the Agreement Amount and shall be an additional charge to Enterprise.

4.3 **No Payment for Costs, Expenses or Damages**

Enterprise shall not be required to make any payment to the Proponent under this Agreement for any costs, expenses, losses or damages suffered or incurred:

- (a) in performing any work reasonably incidental to the performance of the Services;
- (b) as a result of any delays in performing the Services from any cause whatsoever; or
- (c) to remedy errors or omissions for which, in the reasonable opinion of Enterprise, the Proponent is responsible.

4.4 **Performance upon Failure of Proponent**

Upon failure of the Proponent (including any of its subcontractors) to perform any of its obligations under this Agreement, Enterprise may, but shall not be obligated to, perform or engage a third party to perform any of those obligations without prejudice to any other remedy or right it may have and the Proponent, immediately upon written demand, shall pay an amount equal to all costs and expenses incurred by Enterprise in association therewith, plus interest on that amount from the date the cost or expense is incurred until it is paid at the rate of 1.5% per month (19.6% per annum). Enterprise may, in its discretion, deduct any such amount, together with interest, from any payment then or thereafter due by Enterprise to the Proponent, provided that such action shall not be deemed a waiver of any action that Enterprise may pursue to collect any costs or expenses incurred herewith that exceed the amounts owed to the Proponent.

4.5 **Withholdings**

Notwithstanding any other provision of this Agreement, Enterprise shall be entitled to withhold and remit to the appropriate taxing authorities, or otherwise withhold, federal withholding taxes or any other amounts required by law to be withheld from payments made to the Proponent. If the Proponent is a non-Canadian resident Enterprise shall, as required by federal legislation, deduct all applicable federal withholding taxes. For this purpose, the Proponent shall separately identify in each invoice all work performed in Canada and that performed elsewhere. The Proponent will be provided with evidence of withholdings as required, upon written request. If the Proponent provides Enterprise with an exemption certificate from Canada Revenue Agency, then Enterprise shall not withhold any federal withholding tax in respect of the payment made to the Proponent in reliance on such certificate of exemption.

The Proponent is responsible for all deductions and remittances required by law in relation to its employees including those required for Canada or Quebec Pension Plans, employment insurance, workers' compensation or income tax. Enterprise shall have no liability or responsibility for the withholding, collection or payment of income taxes, employment insurance, statutory or other taxes or payments of any other nature on behalf of or in respect of or for the benefit of the Proponent or any other person. The Proponent shall pay all municipal, territorial, or federal sales, excise (including G.S.T.) or other taxes or payments of any type payable hereunder to any level of government, and shall indemnify and hold Enterprise, its officials, representatives, agents and employees harmless against any order, fine, penalty, interest or tax that may be assessed or levied against Enterprise or such persons as a result of the failure or delay of the Proponent to make any such payment or to file any return or information required by any law, ordinance, regulation or other lawful authority. Enterprise is

authorized to pay any demand by any level of government or government agency, including the Workers' Compensation Board, due to a failure by the Proponent, in which event the provisions of Section 4.4 of this Agreement shall apply.

ARTICLE 5 – CONFIDENTIAL INFORMATION

5.1 **Confidential Information**

The Proponent agrees that:

- (a) all data, information and material of a confidential nature provided or disclosed to the Proponent by or on behalf of Enterprise;
- (b) any and all information or material provided to the Proponent by or on behalf of Enterprise which is marked "CONFIDENTIAL";
- (c) without limiting the generality of the foregoing, any and all information contained within this contract is to be considered confidential and cannot be disclosed by the Proponent without the prior written approval of Enterprise, which consent may be withheld in the sole and absolute discretion of Enterprise;

and all copies thereof (hereinafter collectively called the "**Confidential Information**") are confidential and shall be kept strictly confidential, both during and after the Term of this Agreement, and shall only be used for the purpose of providing the Services hereunder. In that regard, such Confidential Information may only be disclosed by the Proponent to those of its officers, employees, agents or subcontractors who have a need to know such information for the purposes of this Agreement and the Proponent shall take appropriate steps, whether by instruction, agreement or otherwise to ensure that such officers, employees, agents and subcontractors keep such information strictly confidential and otherwise comply with the provisions of this Section 5.1. No Confidential Information shall be copied or provided or disclosed to any other party without the prior written consent of Enterprise, which consent may be arbitrarily withheld. The Proponent acknowledges that it has no interest in the Confidential Information and shall surrender all Confidential Information in its possession or control (including all copies thereof) to Enterprise immediately upon termination or expiration of this Agreement or at any earlier time upon Enterprise' request, and shall thereafter cease all use of the Confidential Information.

5.2 **No Obligation to Disclose**

Enterprise shall have no obligation to disclose to the Proponent any particular data, information or material which is considered by Enterprise to be sensitive or confidential. All data, information or material which is provided to the Proponent by Enterprise shall be and remain the sole property of Enterprise, and shall be returned to Enterprise immediately upon termination or expiration of this Agreement or at any earlier time upon Enterprise' request.

5.3 **Injunctive Relief**

The parties agree that improper disclosure or use of the Confidential Information will cause irreparable harm to Enterprise, which harm may not be adequately compensated by damages. As a result, the parties agree that, in addition to all other remedies Enterprise may have and not in derogation thereof, Enterprise may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use contrary to the provisions of this Agreement.

5.4 **Further Limitations on Confidential Information**

Without limiting the generality of anything contained herein, the Proponent agrees and acknowledges that all public notices to third parties are strictly prohibited and there shall not be any publicity concerning the transactions contemplated herein.

ARTICLE 6 - TERMINATION

6.1 Termination for Default

Enterprise may forthwith terminate this Agreement by providing written notice of termination to the Proponent, without prejudice to any other right or remedy Enterprise may have, if the Proponent at any time:

- (a) fails to comply with any of the terms or conditions of this Agreement and such default is not cured within 30 days following the receipt by the Proponent of a written demand from Enterprise specifying the nature of the default in question; or
- (b) is adjudged or otherwise becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, if a receiver is appointed for the property of the Proponent, or if the Proponent ceases to carry on business in the normal course; such termination to be effective on the date such notice of termination is received.

6.2 Payment upon Termination

Enterprise shall, in the event of termination of this Agreement, other than pursuant to Section 6.1(a), pay to the Proponent all amounts for completed work due to the Proponent in accordance with this Agreement, less any amounts which may be owing by the Proponent to Enterprise as provided for hereunder. Enterprise shall have no further liability of any nature whatsoever to the Proponent for any losses or damages suffered or sustained, either directly or indirectly, by the Proponent including, without limitation, loss of profit, as a result of the termination of this Agreement.

6.3 Effect of Termination

Upon termination or expiration of this Agreement:

- (a) the Proponent shall forthwith return to Enterprise all Confidential Information in written form within its possession or control, together with all copies thereof or, at Enterprise' written direction, destroy all such Confidential Information and provide Enterprise with a certificate confirming such destruction; and
- (b) no further use may be made by the Proponent of any Confidential Information or any portion thereof, for any purpose whatsoever.

6.4 Survival of Obligations

Notwithstanding the expiration or termination of this Agreement for any cause, the provisions of this Agreement regarding payment obligations, indemnities and confidentiality obligations, and those provisions which are expressly or impliedly intended to survive, shall survive any such expiration or termination and shall remain in force and shall include, without limitation, the provisions of Article V, Section 6.3, Section 6.4, Article VII and Section 8.8.

6.5 Remedies not Exclusive

Enterprise may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Proponent, either by any provision of this Agreement or by statute, at law or in equity and all rights and remedies are intended to be cumulative and not alternative and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to Enterprise at law or in equity.

ARTICLE 7 - INDEMNITY AND INSURANCE

7.1 **Indemnity**

Notwithstanding any other provision of this Agreement to the contrary, the Proponent shall:

- (a) be liable to Enterprise, its officials, representatives, agents and employees for any and all losses, costs, damages and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of Enterprise or such persons, including costs as between a solicitor and his own client) which Enterprise or such persons may pay or incur;
- (b) indemnify and hold harmless Enterprise, its officials, representatives, agents and employees from and against any and all liabilities, claims, suits or actions which may be brought or made against Enterprise or such persons;

as a result of or in connection with:

- (c) the performance of the Services; or
- (d) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Proponent to be fulfilled, kept, observed or performed; or
- (e) any breach of confidentiality on the part of the Proponent or any agent or subcontractor, or employee of the Proponent or any agent or subcontractor; or
- (f) any damage to property (including loss of use thereof) or injury to person or persons, including death resulting at any time therefrom, arising out of or in consequence of the performance of the Services; or
- (g) the failure of Enterprise to withhold any taxes or other amounts in respect of payments made to the Proponent under this Agreement; or

and Enterprise shall be deemed to be the agent of its officials, representatives, agents and employees in regard thereto. Without limiting the generality of the foregoing, should Enterprise incur damages, liabilities or costs due to the improper performance of the Services or the failure of the Proponent to provide the Services, the Proponent shall be liable to Enterprise for all liquidated damages incurred by Enterprise respecting same, including, without limitation, Enterprise's costs of rectifying the errors by the Proponent.

7.2 **Insurance**

- (a) The Proponent shall maintain, in full force and effect with insurers licensed in the Northwest Territories, the following insurance:
 - (i) comprehensive general liability insurance in respect to the Services and operations of the Proponent for bodily injury and property damage with policy limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence, with Enterprise named as an additional insured with respect to the performance of the Services. Such policy shall include blanket contractual coverage and a cross liability clause, and shall provide for a minimum of thirty (30) days prior written notice to Enterprise upon any cancellation or material change in coverage;
 - (ii) automobile liability insurance in respect of licensed vehicles shall have limits of not less than two million dollars inclusive per occurrence for bodily injury, death, and damage to property and covering all licensed vehicles owned or leased by the Proponent, endorsed to

- provide Enterprise with not less than thirty (30) days' written notice in advance of any cancellation, change or amendment restricting coverage;
- (iii) where such risks exist, aircraft and water craft liability insurance with respect to owned or non-owned aircraft and water craft if used directly or indirectly in the performance of the Services, including use of additional premises, and shall have limits of not less than Two Million (\$2,000,000.00) Dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, and limits of not less than two million dollars for aircraft passenger hazard. Such insurance shall be in a form acceptable to the Hamlet. The policies shall be endorsed to provide Enterprise with not less than thirty (30) days' written notice in advance of any cancellation, change or amendment restricting coverage;
 - (iv) "all risks" equipment insurance covering construction machinery and equipment used by the Proponent for the performance of the Services, including boiler insurance on temporary boilers and pressure vessels. The insurance shall be in a form acceptable to Enterprise and shall not allow subrogate claims by the insurer against the Enterprise. The policies shall be endorsed to provide Enterprise with not less than thirty (30) days' written notice in advance of cancellation, change or amendment restricting coverage; and
 - (v) any other insurance of such type and amount as may reasonably be required by Enterprise.
- (b) The Proponent acknowledges and agrees that notwithstanding the foregoing insurance requirements in this Section 7.2(a), if the Request requires that the Proponent obtain a different amount of insurance than this Section 7.2(a), the insurance requirements of the Request shall govern.
 - (c) The Proponent acknowledges and agrees that Section 7.2(a)(ii) shall not be limited or abrogated by the application of this Section 7.2(b).

7.3 **Placement of Insurance**

The aforementioned insurance shall be in a form and with insurers acceptable to Enterprise. Certified copies of the policies shall be provided to Enterprise by the Proponent upon request and evidence of renewal shall be provided to Enterprise prior to the expiry dates of the policies.

7.4 **Deductibles and Duration**

The Proponent shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Proponent shall maintain the aforementioned insurance until the Services are completed or the Agreement is terminated, whichever is last to occur (or for so long as may reasonably be required by Enterprise).

ARTICLE 8 - GENERAL

8.1 **Schedules**

The following Schedules attached hereto shall form part of this Agreement and are incorporated herein by reference:

- Schedule "A" – Services
- Schedule "B" – Terms of Payment
- Schedule "C" – Proposal/Quote
- Schedule "D" – Request
- Schedule "E" – Location Map (if applicable)

8.2 **Notices**

Any notice provided for or permitted to be given pursuant to this Agreement shall be in writing and shall, except in the event of an interruption in postal service during which time all notices must be personally delivered, be sufficiently given if personally delivered or sent by prepaid registered mail addressed to the party for whom the same is intended to the address for notice for such party as set out herein.

Any notice delivered personally shall be deemed to be received when left during normal business hours at the office set forth above and any notice sent by prepaid registered mail shall be deemed to have been received on the third normal delivery day following the posting thereof. Either party shall be entitled to change its address for notice to another existing address by notice in writing to the other. The word "notice" in this Section 8.2 includes any request, statement, report, demand, order or other writing in this Agreement provided or permitted to be given by Enterprise to the Proponent or by the Proponent to Enterprise.

8.3 **Assignment**

The Proponent shall not assign this Agreement or any portion thereof without the prior written consent of Enterprise, which consent may be arbitrarily withheld. Upon any transfer or assignment by Enterprise of this Agreement, Enterprise shall be released from its obligations hereunder. Enterprise may assign this Agreement in whole or in part to any person in Enterprise' sole discretion without notice to the Proponent.

8.4 **Waiver**

The failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option and no waiver by Enterprise of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by Enterprise.

8.5 **Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns or approved assigns, as the case may be.

8.6 **No Agency**

Nothing in this Agreement, nor in any acts of Enterprise and the Proponent pursuant to this Agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between Enterprise and the Proponent, and neither party has the authority to bind the other to any obligation of any kind.

8.7 **Whole Agreement**

The provisions of this Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, letters of intent or understanding, whether written or oral, between the parties with respect to the matters contemplated herein. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the parties with respect to this Agreement except as herein set forth. This Agreement may be amended, changed or modified only by further written agreement between the parties.

8.8 **Partial Invalidity**

If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the

application of such term, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision shall be separately valid and enforceable to the fullest extent permitted by law.

8.9 **Time of Essence**

Time shall be of the essence of this Agreement.

8.10 **Expiration of Time**

In any case where the time limited by this Agreement expires on a Saturday, Sunday or legal holiday in the Northwest Territories, the time limited shall be extended to and shall include the next succeeding day which is not a Saturday, Sunday or legal holiday in the Northwest Territories.

8.11 **Further Assurances**

Each of the parties to this Agreement shall at the request of the other party hereto, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the full intent and meaning of this Agreement.

8.12 **Governing Law**

This Agreement shall be governed by the laws in force in the Northwest Territories and the courts of Northwest Territories shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by the hands of their proper officers.

HAMLET OF ENTERPRISE

Per:

Signature of Authorized Signing Officer

Printed Name of Authorized Signing Officer

Position of Authorized Signing Officer

Date

NAME OF COMPANY PROVIDING SERVICE

Per:

Signature of Authorized Signing Officer

Printed Name of Authorized Signing Officer

Position of Authorized Signing Officer

Date

SCHEDULE "A"

SERVICES

Without limiting Section 2.8 hereof, the Proponent shall provide the equipment and services as set forth below.

Without limiting the generality of anything contained in the Agreement, the Proponent shall, with regards to the:

Details of work/services to be provided, as outline in request

SCHEDULE "B"

SPECIAL TERMS AND CONDITIONS

1. "Agreement Amount" means the sum of:
xx (\$xx) Dollars per hour, plus GST, in Canadian funds.
2. Invoices will be paid, by Enterprise to the Proponent, no later than 30 days from the receipt of invoices from the proponent. Payments will be released after inspections to ensure satisfactory completion of the work.
3. "Commencement Date" means **the date on signed and sealed Service Agreement.**
4. "Completion Date" means **on or about xx, 20xx.**
5. "Extension to Completion Date" means written authorization (**details of allowable extension, if required**).
6. Enterprise's address for notice is:

Hamlet of Enterprise
526 Robin Road
Enterprise, NT
X0E 0R1

Fax: 867-984-3400
Email: sao@enterprise-nt.ca

Attention: Senior Administrative Officer

7. The Proponent's address for notice is:

xx

8. The following personnel of the Proponent shall perform the Services hereunder:

<u>NAME</u>	<u>TITLE</u>
NIL	NIL

SCHEDULE "C"
PROPOSAL/QUOTE

SCHEDULE "D"
REQUEST

SCHEDULE "E"

**MAPS
(IF REQUIRED)**