

CONTRACT FOR SERVICES AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO

5941 Hwy 89

Harriston, ON N0G 1Z0

(Hereinafter the "Corporation")

- and -

Aidan Kenny

1436 Dewbourne Crescent

Burlington, ON L7M 1E7

(Hereinafter the "Artist")

WHEREAS the Corporation wishes to contract the Artist (for Services) for the Public Art Mural Project at 36 Elora St. S., Harriston, ON N0G 1Z0

AND WHEREAS the Artist desires to provide the services;
The parties hereby covenant and agree as follows:

1. Term of the Agreement

- 1.1. The Artist shall perform the services pursuant to this agreement for the period commencing on July 28, 2020 and ending upon completion.

2. Description of Services (address dimensions, prelim design)

- 2.1. The Artist shall perform the services as set forth in Schedule A of this agreement. Schedule A may be revised from time to time by mutual agreement, in writing.

3. Representations and Warranties

- 3.1. The parties hereby acknowledge that the Artist is an independent contractor. Moreover, neither the Artist nor any person it contracts with to provide services pursuant to this agreement are employees of the Corporation or the Artist. The Artist or any of its employees or representatives shall not act as agents of the Corporation.
- 3.2. All representations, warranties, covenants and limitations of liability in this contract shall continue in force after the termination of this agreement.
- 3.3. The Artist further warrants that it can carry out all contractual obligations pursuant to this agreement in a diligent and competent fashion.
- 3.4. The Artist agrees to save harmless and indemnify the Corporation from all claims made against it as a result of the Artists' conduct.

4. Schedules

- 4.1. Schedule A and B attached shall form part of this agreement.

5. Financial Arrangements

- 5.1. The Artist agrees to invoice the Corporation for services rendered as outlined in Schedule A pursuant to this agreement. Where required by the Corporation, all invoices shall be accompanied by records of work completed, including any forms prescribed by the Corporation. The fees for the services rendered are set out in Schedule B of this agreement.
- 5.2. The Corporation shall pay to the Artist goods and services taxes in accordance with the applicable legislation on the amounts set out in Schedule B herein. The Artist shall remit such goods and services taxes to Revenue Canada and further agrees to indemnify the Corporation for all such monies if the Contractors fails to do so.
- 5.3. All payments made by the Corporation to the Artist shall be made without statutory deductions in respect of income tax, Canada Pension Plan, Employment Insurance, Workplace Safety Insurance and the Ontario Corporation's Health Tax. The Corporation shall have no responsibility to make such payments for the persons engaged by the Artist.
- 5.4. In the event that the Corporation were to be found liable to remit monies owing by the Artist for income tax, Canada Pension Plan, Unemployment Insurance, Workers' Compensation or the Ontario Corporation's health tax, the Contractor agrees to indemnify the Corporation for payments of any such monies.

6. Indemnification

- 6.1. The Artist agrees to defend, indemnify and save and hold harmless the Corporation from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of activities arising and its responsibilities under this Agreement.
- 6.2. The Corporation agrees to defend, indemnify and save and hold harmless the Artist from all claims, lawsuits, closes, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of activities arising and its responsibilities under this Agreement.

7. Insurance

- 7.1. Each party shall, at its own expense, obtain and keep in force during the term of this Agreement, Liability Insurance satisfactory to the other party, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:
 - a) a limit of liability of not less than \$1,000,000.00/for the duration of the project;
 - b) inclusion of the other party as an Additional Insured with respect to the operations of the named insured;
 - c) a clause with provision for cross liability in respect of the named insured;
 - d) products and completed operation coverage (Broad Form); and
 - e) an aggregate policy limit not less than \$1,000,000.
- 7.2. Each party shall provide the other party with proof of insurance, prior to the commencement of work, in the form of an insurance certificate.
- 7.3. Both parties agree to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the subject of this Agreement.

8. Workplace Safety & Insurance

- 8.1. The Corporation will include the Artist as a contractor for purposes of the Workplace Safety & Insurance Board. The Artist agrees to indemnify and save harmless the Corporation from any claims made by it or its contractors.

9. Equipment

- 9.1. The Artist will supply at its own expense all vehicles and other equipment, labour, materials, licences and other regulatory approvals necessary to provide the services, not provided by the Corporation.

10. Notice

- 10.1. Any notice required to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by notice provided by either party to the other:

For the Corporation:

Town of Minto
5941 Hwy 89
Harriston, ON
N0G 1Z0

Fax: 519.338.2511

Email: belinda@town.minto.on.ca

For the Contractor:

Aidan Kenny
1436 Dewbourne Crescent
Burlington, ON
L7M 1E7

Telephone: 905-320-7738

Email: a_a_kenny@hotmail.com

11. Headings

- 11.1. The division of this agreement into articles and sections is for the convenience of reference only and shall not affect the interpretation or construction of this agreement.

12. Binding Effect/Enurement

- 12.1. This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. Termination of Agreement

- 13.1. The agreement may be terminated in the following two manners:
- a) At any time during the term of this agreement, either party may terminate this agreement without notice in the event of a fundamental breach of the terms of the agreement. The notice of termination of this agreement by the Corporation or the Artist pursuant to paragraphs 13.1(a) or 13.1(b) of this agreement shall be provided by either personal delivery, fax, or sent by registered mail to a party's address listed in this agreement or any new address specified by a party in a written notice.
- 13.2. A termination notice sent by registered mail shall be deemed to have been delivered on the sixth (6th) business day after the date of mailing.
- 13.3. A party given notice pursuant to paragraph 13.1(a), as a result of their breach of the agreement, will have fifteen (15) days from the date of their receipt of the written notice

to cure the breach of the agreement to the reasonable satisfaction of the party alleging the breach.

14. Confidentiality

14.1. The Artist agrees that all creative and intellectual materials created to support the Artist is the sole property of the Corporation and agrees to keep in the strictest confidence all Confidential Information (as defined). The term "Confidential Information" includes, but is not limited to, information from its associates, agents, suppliers or customers, conceived or developed by the Artist concerning research, development, patent, copyright, marketing plans and strategies, profits, costs, systems and procedures, but does not include information which is in the public domain through lawful means.

15. Severability

15.1. The Corporation and the Artist agree that if any of the provisions or a part of a provision of this agreement are deemed illegal or unenforceable, such provisions shall be considered separate and severable from this agreement, and the remaining provisions or part of a provision of the agreement shall continue in force, and be binding upon the parties as though such provision or part of a provision had never been included.

16. Entire Agreement

16.1. It is agreed that this written instrument embodies the entire agreement of the parties with regard to matters dealt within it, and that no understandings or agreements, verbal or otherwise, exist between the parties except as expressly set out in this instrument. This agreement shall not be amended, altered or qualified except by a memorandum in writing signed by all of the parties hereto.

16.2. Any disputes as to the validity, interpretation, performance of this agreement shall be determined in accordance with the laws and by the Courts of the Province of Ontario.

17. Assignment of the Agreement

17.1. Neither party may assign this agreement without the written authorization of the other party.

18. Amendment of Agreement

18.1. None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act of statement of either party, their respective agents, servants or employees unless done so in writing signed by both parties.

19. No Partnership

19.1. Nothing in this agreement gives rise to a partnership or joint venture between the Corporation and the Artist or to an employment relationship between the Corporation and the employees or volunteers of the Corporation in the provision of service under this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed:

**Signed on behalf of the Contractor
"Aidan Kenny"**

**Signed, Sealed and Delivered in the
presence of:**

Per: _____

Witness

**Signed on behalf of the Corporation
"Town of Minto"**

**Signed, Sealed and Delivered in the
presence of:**

Per: _____

Witness

**SCHEDULE A
Contractor Services**

The Artist is responsible for painting a 16ft wide X 24 ft high outdoor mural, located at 90 Elora St. S. Harriston, ON N0G 1Z0.

Twelve- 4 ft wide X 8 ft high crezon panels will be affixed to the property wall for the artist to paint on.

The design below will be painted, as agreed by all parties.



The Artist shall report to the Economic Development Manager regarding all services activity, including invoicing and all other requirements at belinda@town.minto.on.ca

The Town of Minto will oversee installation of the panels.

SCHEDULE B
Artist Compensation

Compensation for the Artist services shall be based on the following budget:

Supplies/Materials	\$2,000.00 estimated
Artist Fee	\$5,000.00

The Artist shall invoice the Corporation for supplies/materials, to cover upfront costs of materials and design, with the remainder owing upon completion.