



THIS SERVICES AGREEMENT made as of the ____ day of _____, 20__.

BETWEEN:

THE CORPORATION OF THE TOWN OF OAKVILLE

(hereinafter the "Town")

PARTY OF THE FIRST PART

- and -

(Full Registered Business Name or Person's Name)
(hereinafter the "Vendor")

PARTY OF THE SECOND PART

In consideration of the mutual covenants, term and conditions herein contained, the Vendor and the Town agree as follows:

Basic Terms

- 1. The Vendor agrees to provide the following services to the Town on the terms set out in this Services Agreement:

(the "Program")

Program Description

In the _____ Program session, from approximately _____ to _____.
(Spring, Summer, Fall, Winter) (Date) (Date)

- 2. The Vendor shall be responsible for all aspects of the delivery of the Program.
- 3. At any time, the Town shall have the sole right and discretion, after consultation with the Vendor to cancel the Program if minimum registration is not met or there is concern over the safety of the participants. In the event

of cancellation, this Agreement shall immediately terminate and the Town shall have no obligation to compensate the Vendor.

4. The published program fee is _____ per registered program participant.
5. The Town agrees to pay the Vendor _____ of the program revenue.
6. The Vendor shall invoice the Town based on the following billing schedule:
 - Monthly
 - 100% following final class of the Program
 - _____

All invoices are to be submitted to Accounts Payable at accountpayables@oakville.ca.

The Vendor shall determine if the Harmonized Sales Tax (HST) is applicable to the services rendered under this Services Agreement and the Vendor is responsible for his/her/its own compliance with requirements of the HST. If HST is determined to be applicable, the Vendor shall remit such HST collected from the Town to the Canada Revenue Agency and, if the Vendor fails to do so, the Vendor further agrees to indemnify the Town for all such monies and any associated costs.

Standard Terms

1. The Vendor agrees to provide the services under this Services Agreement in a professional and competent manner at all times.
2. The Vendor agrees to provide the services personally, or if that is not reasonably possible, through a properly qualified and trained sub-Vendor, who is also under a services agreement with the Town or an employee of the Vendor. The Vendor shall be fully responsible for their sub-Vendors and employees and their compensation.
3. The Vendor shall provide all necessary equipment, supplies and materials required for the Program, except as agreed upon.
4. While delivering the Program, only those persons who have registered with the Town for said Program shall be permitted to participate in or benefit from any session of the Program. The Vendor shall not permit registration in or sell spaces in the Program independent of the Town’s registration system.
5. The Town is committed to the HIGH FIVE Principles that endorse healthy child development in all our recreation programs. The Vendor of children’s programs shall provide activities and environments in which children feel safe, welcome, competent, connected, empowered and special. The Town reserves the right to request further information concerning the operations of the program. See attachment for more information on the HIGH FIVE Program.
6. The Town shall be responsible for advertising the programs in the Town brochures or flyers if it is included in the contract agreement.
7. The Vendor shall provide a written report to the Town with respect to any accidents and/or incidents involving participants within 1 day of the accident or incident, on forms provided by the Town.

8. The Vendor shall be required to carry general liability insurance to a limit of no less than \$2,000,000 per accident or occurrence, naming the Town of Oakville as an additional insured, including provisions for cross liability in respect of named insured, severity of interest as between insured, and a waiver of subrogation over against the named insured, and shall provide an insurance certificate to the Program Supervisor and shall provide 60 days prior notice, in writing, to the Supervisor of any alteration or lapse of such insurance coverage.
9. The Vendor agrees that from time to time and at all times hereinafter, he/she/it will and truly save, defend and fully indemnify The Corporation of the Town of Oakville from and against all actions, suits, claims and demands which may be brought against or upon the Town and against loss, costs damages or expenses which the Town may sustain, suffer, incur or be liable to resulting from, arising from, or in any way incidental to the Town in conjunction with the agreed activity.
10. The Town shall not be responsible for any damage or loss of personal property brought onto the premises.
11. No changes, amendments or modifications of any terms, provisions and conditions of this agreement shall be valid, binding and enforceable unless they are in writing and have been fully executed by the parties hereto.
12. Each and every part of this agreement is severable one from the other. Should it be found by a court of competent jurisdiction that any one or more parts hereof are null and void; the validity of the remaining parts hereof shall not be affected.
13. In instances where the Town contracts with a Vendor who in turn provides staff of their own, the Vendor is considered to be an employer and is responsible to provide Workplace Safety Insurance Coverage, where applicable. It is the Vendor's responsibility to contact the Workplace Safety Insurance Board (WSIB) to determine if their business meets the exemption criteria or if Workplace Safety Insurance Coverage is required. Proof of exemption or proof of good standing with WSIB must be provided prior to the start of the program. The WSIB phone number is 1-800-263-8488.
14. The Vendor, regardless of his/her/its classification, must provide the following documents, which must be supplied prior to the start of the specific program or service:
 - Proof of insurance coverage (minimum \$2,000,000)
 - Statement of HST status
 - Proof of standing with WSIB (if applicable)
 - Staff qualifications pertaining to the program (which may include, current first aid certification and HIGH FIVE training)
 - Criminal reference checks and vulnerable screening checks have been completed on all staff providing direct leadership to children and vulnerable participants
15. The Town shall not be responsible for making statutory deductions including income tax, Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance Act premiums, and Employer Health Tax. The Vendor acknowledges and agrees that he/she/it is responsible for arranging and paying all applicable taxes, payments, premiums, and/or penalties under any federal or provincial legislation with respect to the payments provided under this Services Agreement. The Vendor agrees to indemnify and save harmless the Town for any failure by the Vendor to remit the appropriate payments to the respecting government agencies.
16. The Vendor agrees that the performance of the services will be in accordance with the provisions and regulations set out in the *Accessibility for Ontarians with Disabilities Act, 2005* and its associated Regulation 429/7, *Accessibility Standards for Customer Service*. The Vendor is responsible for his/her/its own training. The Town will require proof of completed training under that legislation.

The undersigned has read and on behalf of the Vendor agrees to be bound by this contract and the terms and conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this contract on behalf of the Vendor and has sufficient power, authority to bind the Vendor with his/her signature.

Dated at Oakville, Ontario this _____ day of _____ 20____.

THE CORPORATION OF THE TOWN OF OAKVILLE

VENDOR: (insert name of vendor)

Colleen Beswick

Supervisor Signature

Vendor signature

Position

Name/Title

(I have the authority to bind the Corporation)

Additional information required for invoiced payments:

HST/GST # (if applicable) _____

Full Business Name _____

Mailing Address _____

Contact Phone Number _____

Email Address _____



HIGH FIVE® Program

HIGH FIVE® was first conceived in 1994. With the input of volunteers and practitioners representing a broad spectrum of different service organizations from across Ontario, Parks and Recreation Ontario (PRO), a not-for-profit organization representing the sector in Ontario, developed the necessary tools and resources for setting new and consistent standards of quality for programs across the province.

The HIGH FIVE® program is committed to assisting children along the path of healthy development by: ensuring that recreation and sport practitioners develop a high level of knowledge and expertise in child development; helping parents to make informed choices; and providing practitioners with tools for enhancing and maintaining a high level of program quality.

The HIGH FIVE® program is a five-step process that:

- helps recreation and sport practitioners to achieve program excellence and to promote healthy child development
- helps parents to make informed choices about quality recreation and sport programs for their children

The HIGH FIVE® Program offers training in:

- Principles of Healthy Child Development – designed for people who give direct leadership to children across a broad spectrum of sectors, focusing on principles of healthy child development and how to use those principles in the planning of a quality program.
- HIGH FIVE® Quest – designed for senior managers, volunteers or board members providing information on healthy child development, how to properly use the HIGH FIVE® quality experience scanning tools and how to apply the results.

I hereby acknowledge that I have read and understand the importance of the HIGH FIVE® Program in quality recreation programs for children. As a vendor with the Town of Oakville we will strive to provide programs that promote healthy child development.

Signature

Date Signed