

**TEMPORARY STAFFING SERVICE AGREEMENT
(the "Agreement")**

BETWEEN: 137077 CANADA INC. o/a Handyman Personnel
(the "Agency")

AND: X _____
(the "Client")

1. RECITALS

WHEREAS the Client requires temporary workers to fill various roles on an ongoing basis;

AND WHEREAS the Agency is in the business of providing temporary staffing solutions;

AND WHEREAS the parties have agreed to enter into this Agreement in order to formalise their relationship;

NOW THEREFORE in consideration of the mutual covenants and promises made by the parties in this Agreement, the Parties covenant and agree as follows:

2. AGENCY RESPONSIBILITIES

- a. On an as needed basis, make reasonable efforts to provide temporary workers ("Assigned Employees") to the Client, which workers shall perform the type of work described on Exhibit "A" attached hereto under Client's supervision at the locations specified on Exhibit "A";
- b. Make reasonable efforts to provide a similarly qualified replacement in case an Assigned Employee does not report to work;
- c. Pay the Assigned Employees for the work performed for the Client pursuant to approved timesheets.
- d. Ensure that Assigned Employees meet the health and safety requirements per the Occupational Health and Safety Act.

3. CLIENT'S DUTIES AND RESPONSIBILITIES

- a. Supervise Assigned Employees in the performance of their work;
- b. Ensure that the workplace and the Assigned Employees respect all safety standards and laws as well as provide appropriate information, training, and safety equipment for the type of work required;
- c. Unless otherwise agreed upon, not permit or require Assigned Employees to operate any vehicle or mobile equipment;

- d. Not change the Assigned Employees' responsibilities and duties without the prior written approval of the Agency;
- e. Not entrust the Assigned Employees with unattended premises, cash, cheques, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without the Agency's express prior written approval or as strictly required by the job description provided to the Agency;
- f. Sign-off daily on Assigned Employees timesheets of hours worked which are to be submitted to the Agency by the Assigned Employees for payment of wages;
- g. The Client shall immediately advise the Agency in the event an Assigned Employee is injured. The Client and the Agency shall cooperate with one another so that the Agency may conduct an accident investigation.

4. FINANCIAL TERMS

- a. **Fees.** The Fees are calculated according to the number of hours worked by the Assigned Employees to the nearest quarter hour at the hourly rate indicated in Exhibit "A" plus additional costs or fee as set forth in this Agreement. There shall be no reductions in the Fees charged by the Agency in the event the Client is dissatisfied with an Assigned Employee. The Agency shall, as applicable, make efforts to replace the Assigned Employee for the next day.
- b. **Minimum Daily Fee.** A minimum daily Fee equal to four (4) hours for each individual Assigned Employee is applicable to all requests for service under this Agreement. Accordingly, in the event an Assigned Employee is only required by the Client for less than four hours, it shall be required to pay the Agency an amount equal to four (4) at the hourly rate.
- c. **Overtime hours.** In the event the Agency is required under the provisions of the Employment Standards Act or any successor legislation, to pay any Assigned Employee overtime, the Client shall be billed at the hourly rate identified in Exhibit "A" for overtime.
- d. **Public Holiday Pay.** When an Assigned Employee works on a public holiday, the Client shall be billed at the hourly rate identified in Exhibit "A" for public holidays.
- e. **Payment Terms.** Fees billed shall be due and payable upon the Agency providing the Client with an invoice. Invoices will be issued by the Agency based on a weekly basis.
- f. **Late Payment.** All invoices shall be paid by the Client within fourteen (14) days of receipt. Payments not made within such time period shall be subject to late charges equal to the lesser of (i) Two percent (2%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. The Agency may suspend all services on without notice until the amounts outstanding are paid in full.

- g. **Increases.** In addition to the hourly rates specified in Exhibit "A" the Client agrees to pay Agency the amount of all new or increased labour costs associated with Client's Assigned Employees that the Agency is legally required to pay, such as increases in wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels until the parties agree on new hourly rates. In addition to the foregoing, the Agency retains the right to increase the hourly rates identified in Exhibit "A" upon providing the Client with a ONE (1) month written notice. Any such increase shall become binding upon the parties thereafter.
- h. **Equal Pay for Equal Work.** The Employment Standards Act requires that Assigned Employees be paid the same rate as those employees of the Client performing the same work. It is agreed and understood that the parties shall work together to ensure that the Assigned Employees are paid the same rate as those employees of the Client. Accordingly, rates charged by the Agency can increase without notice to ensure that this obligation is met. The Client shall be required to provide ongoing updates to the Agency to ensure that this obligation is met.

5. EMPLOYING AN ASSIGNED EMPLOYEE

- a. The Client shall notify the Agency upon employing an Assigned Employee. The Client shall provide the Agency with the hire date in its notification.
- b. The Parties agree that the Agency shall, pursuant to the Employment Standards Act, charge a fee(negotiated by both parties to a maximum of \$4000.00) to the Client in the event that the Client enters into an employment relationship with an Assigned Employee,

6. MANAGEMENT OF THE AGREEMENT

- a. Each Party will appoint a designated representative (the "Representative") who will be responsible for this Agreement and will promptly notify the other party in writing of changes to its authorized representative. The Parties' Representatives will have those responsibilities as agreed between the Parties in writing from time to time.
- b. Each party will be entitled to rely upon, and the other party will be bound by, decisions and commitments made by its authorized representatives in connection with this Agreement until such time as the other party notifies it in writing of any changes to its authorised representatives.
- c. Neither Party, nor its Representative shall have the authority to bind the other Party or to enter into any agreement on behalf of the other Party without the prior written consent of said Party.
- d. The Client's Authorised Representatives shall have sufficient signing authority to ensure that all required payments pursuant to this Agreement are made on time.

e. The Authorised Representative for the Parties are as follows:

i. The Agency: André Racicot
handymanpersonnel@outlook.com
613-232-1579

The Client: _____

f. Notwithstanding the foregoing, it is agreed and understood that the Client may have employees or representatives other than the Authorised Representative request the services of the Agency. Any services provided as a result of such a request shall form part of this Agreement and the Client shall make all required payments. Further, the Agency will not be required to confirm the validity of the request for services with the Client's Authorised Representative.

7. LIMITATION OF LIABILITY

- a. The Agency's liability(ies) towards the Client, including but not limited to Client's claim of indemnification related to third party claims, arising out of this Agreement or any action or inaction of an Assigned Employee and/or any other products or service rendered by the Agency, an employee, an agent, or an independent contractor, and for any losses, deaths, injuries and/or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, shall be limited to the lesser of (i) one thousand (\$1,000.00) dollars or (ii) payment received by the Agency from Client for the particular services and/or products provided giving rise to the claim.
- b. Notwithstanding anything to the contrary in this Agreement, the Agency shall not be liable for any direct or indirect, economic, punitive damages, incidental, special or consequential loss including, without limitation, loss of profits or use or goodwill or anticipated savings or revenue or contracts, whether or not the Agency has been advised of the possibility of such loss. Client agrees to limit the Agency's liability(ies) to Client and any other third party for any damage on account of any error, omission, and/or negligence to a sum not to exceed the lesser of (i) one thousand (\$1,000.00) dollars or (ii) payment received by the Agency from Client for the particular services and/or products provided giving rise to the claim.
- c. To the extent permitted by law, no warranties or conditions including implied or statutory warranties or conditions relating in any way to the products or services, other than those expressly contained in this Agreement, shall apply.
- d. The limitation of liability(ies) set forth herein is for any and all matters for which the Agency may otherwise have liability(ies) arising out of or in connection with this Agreement, whether the claim arises in contract, tort, statute, or otherwise.

8. INDEMNIFICATION

- a. **Client Indemnity.** Client agrees that it shall defend, indemnify, save and hold the Agency harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees, (collectively "Liabilities") asserted against the Agency, its contracted providers, agents, clients, servants, officers and employees (including Assigned Employees), that may arise or result from the actions or inactions of the Client. The Client further agrees to defend, indemnify and hold harmless the Agency against Liabilities arising out of any injury to any person or property caused by any action or inaction of the Client.
- b. **Agency Indemnity.** Agency agrees that it shall defend, indemnify, save and hold the Client harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees, (collectively "Liabilities") asserted against the Client, its contracted providers, agents, clients, servants, officers and employees, that may arise or result from the actions or inactions of the Assigned Employees. The Agency further agrees to defend, indemnify and hold harmless the Client against Liabilities arising out of any injury to any person or property caused by any action or inaction of an Assigned Employee. Any indemnity provided by the Agency shall be limited to those amounts outlined in Section 7, Limitation of Liability.

9. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the date first inscribed above and shall continue in effect for a period of ONE (1) year unless earlier terminated pursuant to the terms of this Agreement.
- b. **Renewal.** This Agreement will automatically renew on an annual basis unless a new Agreement has been entered into in writing.
- c. **Termination for Cause.** This Agreement may be terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within FIVE (5) days of receipt of the notice (the "Effective Termination Date"). Notwithstanding the foregoing, the Agency shall have the right to immediately terminate this Agreement if the Client becomes bankrupt or insolvent, discontinues, operations, or fails to make any payments as required by the Agreement
 - i. **Effect of Termination for Cause.** The Client shall pay the Agency for all services rendered and work performed up to the date of termination. The Agency shall provide the Client with an invoice for aforementioned work within thirty (30) days of the Effective Termination Date and the Client shall pay the invoice within fourteen (30) days of receipt. .
- d. **Return of Proprietary or Confidential Information.** Within ten (10) days termination of this Agreement, each party shall return to the other all Proprietary or Confidential Information of the other party (and any copies thereof) in the party's possession or, with the approval of the party, destroy all such Proprietary or Confidential Information.

10. CONFIDENTIALITY OF CONFIDENTIAL INFORMATION.

- a. "Confidential Information" means, in respect of a party, any information (in any form, written or electronic):
 - i. relating to the terms of this Agreement;
 - ii. relating directly or indirectly to research or development by, accounting for, or the marketing of the business of, that party or its suppliers or customers;
 - iii. relating to that party's businesses including pricing, business policies, practices and Intellectual Property;
 - iv. disclosed by that party to the other party in connection with this Agreement; or
 - v. which might reasonably be expected by the receiving party to be confidential in nature.

- b. The parties hereto acknowledge that the Confidential Information belongs exclusively to the party disclosing the Confidential Information. The Parties hereto further acknowledge and confirm that the Confidential Information is secret, privileged and confidential. Both Parties hereto shall at all times hold such Confidential Information in their possession in secret and in strict confidence and shall not disclose or make available the Confidential Information or any part thereof in original form or by way of summary or analysis thereof to any person without the prior written approval of the party which disclosed the Confidential Information, except to the extent:
 - i. required by law;
 - ii. necessary to obtain the benefit of, or to carry out any obligation under, this Agreement or a Statement of work; or
 - iii. that the information is or becomes available in the public domain without a breach by a party of its confidentiality obligations under this clause or at law.

- c. Nothing in this Agreement shall be deemed to constitute or imply the grant of any license or other right to any Party hereto under any intellectual property right or trade secrets of any other party hereto nor to provide a commitment by any party hereto to enter into further agreements with any other party hereto.

- d. Both Parties hereto acknowledge and agree that the breach by it of any provision of this Agreement will cause irreparable damage to the other party and/or its affiliates, and that upon any such breach the other party and/or their affiliates shall be entitled to equitable relief, including injunctive relief and specific performance, and shall be further entitled to an accounting of all earnings, profits or other benefits acquired by it as a result of such breach, and to any other remedy now or hereafter provided at law or in equity for such breach.

- e. Notwithstanding this Section 10, it is agreed and understood that the Agency will not be held liable for the disclosure of any such Confidential Information by an Assigned Employee.

11. INTERPRETATION

In this Agreement, unless the context indicates otherwise:

- a. **Defined Expressions.** Expressions defined in the main body of this Agreement have the defined meaning throughout this Agreement;
- b. **Headings.** Section, clause and other headings are for ease of reference only and will not affect this Agreement's interpretation;
- c. **Parties.** References to any party include that party's successors and permitted assigns;
- d. **Persons.** References to a person include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;
- e. **Plural and Singular.** References to the singular include the plural and vice versa;
- f. **Clauses.** References to clauses, schedules, exhibits and parts are to clauses, schedules and parts in this Agreement;
- g. **Statutory Provisions.** References to any statutory provision are to statutory provisions in force in Canada and include any statutory provision which amends or replaces it, and any by law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- h. **Negative Obligations.** Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- i. **Inclusive Expressions.** The term includes or including (or any similar expression) is deemed to be followed by the words without limitation;
- j. **Taxes and monetary Amounts.** All monetary amounts are stated exclusive of HST and in the currency of Canada, and all amounts payable by a party under this Agreement are to be paid in that currency. HST is payable at the same time and in the same manner as is any other amount payable under this Agreement, where that amount is subject to HST the applicable legislation;
- k. **Calculation of time.** if a period of time dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- l. **Documents.** References to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form;
- m. **Law.** references to a statute or other law include regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether before or after the date of this Agreement);

- n. **Time.** Time is of the essence in respect of the performance by the parties of their respective obligations under this Agreement;
- o. **No Contra Proferentem Construction.** The rule of construction known as the contra proferentem rule does not apply to this Agreement;
- p. **Business Days.** Anything required by this Agreement to be done on a day which is not a Business Day may be done effectually on the next Business Day; and
- q. **Writing.** A reference to “written” or “in writing” includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form.

12. GENERAL TERMS AND CONDITIONS

- a. **Notices.** Any notice or other communication to be given under this Agreement must be in writing and may be delivered by hand, registered mail, facsimile or Email to the other Party at the respective addresses specified below. Receipt will be deemed upon delivery by hand, 3 Business Days after posting, or upon receipt of facsimile/Email confirmation (whichever is applicable).

TO:

Email: handymanpersonnel@outlook.com

Address:

203 Rochester St.

Ottawa, On

K1R 7M5

Tel : 613-232-1579

Fax : 613-232-5550

- b. **Time of Delivery of Notices.** For the purposes of this Agreement, any notice transmitted by facsimile or delivered after 5.00pm on a Business Day, or at any time on a non-Business Day, will be deemed received at 9.00am on the next Business Day (being, in each case, the time of day at the intended place of receipt of that notice).
- c. **Compliance with laws.** Each party will, in performing its obligations under and in connection with this Agreement, comply with all relevant legislation and other laws.
- d. **Amendments.** This Agreement may only be amended, supplemented or novated in writing executed by all of the parties.
- e. **Assignment.** No party will be entitled to assign, transfer or otherwise dispose of any of its rights under or interest in, or any of its obligations or liabilities under, or in connection with, or arising out of, this Agreement or a Statement of Work except:
 - i. as expressly permitted under this Agreement; or
 - ii. with the prior written consent of the other parties, which will not be unreasonably or arbitrarily withheld or delayed.

Waiver. Any delay, failure or forbearance by a party to exercise (in whole or in part) any right, power or remedy under, or in connection with, this Agreement will not operate as a waiver of such right, power or remedy. The waiver of any breach of any provision of this Agreement will not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed. A waiver of any breach will not be, or be deemed to be, a waiver of any other or subsequent breach.

- f. **Full force.** The provisions of this Agreement and any act, matter or thing done under or in connection with this Agreement or in connection with any other agreement, instrument, document, judgement or order of any court or in connection with the expiry or earlier termination of this Agreement will not operate as a merger of any of the rights, powers or remedies of any of the parties under, or in connection with, this Agreement or at law, and those rights, powers and remedies will survive and continue in full force and effect to the extent that they are unfulfilled or not exhausted.
- g. **Entire agreement.** This Agreement constitutes the entire agreement between the parties and replaces all earlier negotiations, representations, warranties, understandings and agreements between them (whether oral or written) relating to the subject matter it deals with.
- h. **Severance.** If any provision of this Agreement is, or becomes unenforceable, illegal or invalid for any reason it shall be deemed to be severed from this Agreement without affecting the validity of the remainder of this Agreement and shall not affect the enforceability, legality, validity or application of any other provision of this Agreement.
- i. **Rights cumulative.** All rights and remedies of the parties, under this Agreement, in law or at equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.
- j. **No Partnership or Agency.** Nothing in this Agreement shall create or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the parties, and a party may not make, or allow to be made, any representation that any such relationship exists between the parties. A party shall not have authority to act for, or to incur any obligation on behalf of, the other party, except as expressly provided for in this Agreement.
- k. **Counterpart execution.** This Agreement may be executed in any number of counterparts (including facsimile and PDF copies) and, provided that both parties have executed a counterpart of this Agreement, the counterparts together will constitute a binding and enforceable agreement between the parties.

- I. **Governing law.** This Agreement will be governed by, and construed in accordance with, the laws of Ontario, Canada, and the parties submit to the exclusive jurisdiction of the courts of Ottawa.

137077 CANADA INC.

Andre Racicot

Per: Andre Racicot,
I have the authority to bind the Corporation

X _____
Company name

Per: [_____],
NAME OF OFFICER
I have the authority to bind the Corporation

Exhibit A

Rate Schedule

Job Title and Description	Hourly Rate	Overtime Hourly Rate <small>(calculated daily after 9hrs)</small>	Overnight Rate	Holiday Rate
General Labour	Per Agreement	Rate X 1.5	Hourly Rate + \$2	Rate X 2.5
Traffic Control	Per Agreement	Rate X 1.5	Hourly Rate + \$2	Rate X 2.5
Driver Helper	Per Agreement	Rate X 1.5	Hourly Rate + \$2	Rate X 2.5
Waste Loaders	Per Agreement	Rate X 1.5	Hourly Rate + \$2	Rate X 2.5