

**AGREEMENT
FOR
{INSERT PROJECT NAME}
{INSERT PROJECT #}**

THIS AGREEMENT made the _____ day of _____ 20____

BY AND BETWEEN

{INSERT OWNER}
hereinafter called the "CORPORATION", and

{INSERT COMPANY NAME}

a Company duly incorporated under the laws of the Province of Ontario and having its Head Office
at **{INSERT ADDRESS}**

in the Municipality of **{INSERT CITY}**

hereinafter called the "CONTRACTOR",

WITNESSETH that the Corporation and Contractor undertake and agree as follows:

1. The Contractor shall execute and perform all work outlined in the Solicitation and the Contractor's Response for the above Project, in a timely manner and in strict accordance with the provisions of this Contract, Municipality's Bid Documents, and Project Documents, the terms of which are incorporated into this Contract by reference.
2. The Contractor shall indemnify and save harmless the Corporation and each of its officers, servants, elected officials, and agents from and against all actions, suits, claims executions and demands which may be brought against or made upon the Corporation, its officers, servants, elected officials and agents, and from all loss, costs, charges, liens, damages and expenses which may be paid, sustained or incurred by the Corporation, its officers, servants, elected officials and agents in any way associated with this Project, except and to the extent that those actions, suits, claims, executions, demands, losses, costs charges, liens, damages and expenses were caused by the sole negligence of the Corporation, its officers, servants, elected officials or agents.
3. The Contractor shall complete, as certified by the Contract Administrator, all work on or before **{INSERT COMPLETION DATE}**.
4. The Contractor agrees that the Corporation shall not be liable or compelled to pay for any extras or additional work not included in this Contract, except only in the manner as provided in the Municipality's Bid Documents.

5. The Corporation agrees to duly pay to the Contractor the amounts outlined in the Response and any approved extras or additional work, subject to:
 - a) holdbacks, set offs, liquidated damages and similar matters;
 - b) addressing any deficient work as outlined in the Municipality's Bid Documents; and
 - b) receipt of certificates signed by the Contact Administrator issued in accordance with the Municipality's Bid Documents.

6. The parties agree:
 - a) that the waiver of any condition of this Contract shall not be deemed to authorize a further departure from the terms, and shall not be construed as affecting any legal rights hereunder;
 - b) that all terms of this Contract found to be invalid or unenforceable, shall be severable;
 - c) that there shall be no agency or employment relationship between them, except as specifically approved in writing;
 - d) that the Contract shall be governed by the laws of Ontario;
 - e) to attorn to the jurisdiction of the courts of Ontario in the Municipality of Chatham-Kent;
 - f) that this Contract shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns;
 - g) that this Contract shall not be assignable by the Contractor without the written approval of the Corporation.

IN WITNESS WHEREOF the Contractor and the Corporation have hereto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf on the day first above written.

SIGNED, SEALED AND DELIVERED)
 in the presence of:)

 Witness)
 (Required if not a Corporation))

 Contractor (Company/Firm Name)

 Signing Officer for Contractor
 Name: _____
 Title: _____

I have the authority to bind the corporation

The Corporation of the Municipality
 of Chatham-Kent

 Mayor-Darrin Canniff

 Clerk-Judy Smith
 We have the authority to bind the Corporation