



VILLAGE OF HARRISON HOT SPRINGS

THIS AGREEMENT is dated for reference this day of , 2010

BETWEEN:

VILLAGE OF HARRISON HOT SPRINGS
(the "Village")

-and-

(the "Contractor")

SERVICE AGREEMENT

WHEREAS the Contractor is contracted by the Village of Harrison Hot Springs pursuant to this Service Agreement to manage the operation of the boat launch for the Village of Harrison Hot Springs, hereinafter called the "Village".

AND WHEREAS the Contractor and the Village wish to enter a Service Agreement to govern their relationship; hereinafter called the "Agreement".

NOW THEREFORE in consideration of the covenants herein contained, the parties hereto agree as follows:

1. The work, as described in section 4, shall begin on April 1, 2010 and shall terminate on October 11, 2009.
2. This Agreement is for services of the Contractor as an independent Contractor only and nothing in this Agreement is to be construed as creating a partnership or employment relationship between the Contractor and the Village.
3. The Village shall supply all cleaning supplies and equipment for cleaning, maintaining and operating the public washrooms at the Boat Launch site.

4. **CONTRACTOR COVENANTS**

4.1 The Contractor shall:

- a. perform or carry out all necessary functions of this Agreement as directed by the Village, and to carry out the work on the site in a proper and diligent manner, hereinafter referred to as “the services”;
- b. not act on or commence any activity, other than those clearly identified in this Agreement, without prior approval of the Village;
- c. notify the Village immediately in the event of any accident, or any apparent unsafe conditions
- d. direct the launching and retrieval of boats;
- e. maintain an orderly flow of traffic;
- f. oversee orderly parking of vehicles in the boat launch parking lot, the leased private lot at the corner of Lillooet and Spruce, the portion of Esplanade Avenue dedicated to boat launch parking and the portion of Esplanade Avenue east of the crosswalk dedicated to day use pay parking;
- g. collect all fees, accurately account for and report all fees collected;
- h. submit all fees to the Village by 2:00 p.m. Tuesday each week;
- i. open and close washrooms, replenish supplies as necessary;
- j. cleaning of the washrooms shall include:
 - i. cleaning all toilets and urinals with appropriate cleaning supplies twice a day;
 - ii. sweeping and washing floors twice a day;
 - iii. checking and replenishing all supplies as required at a minimum of twice a day;
 - iv. removal of garbage when full or at least once a day;
 - v. wash/wipe walls, ceilings and windows with cleaning supplies every five days;
 - vi. wash/wipe walls around sinks, toilets and urinals at least once every 3 days;
 - vii. sinks shall be cleaned twice a day

- k. operation of the washrooms shall be on the following schedule:
 - i. April 1, 2010 to May 14, 2010, clean a minimum of three times per weekend and once each day on Statutory Holidays;
 - ii. May 15, 2010 to September 6, 2010, including weekdays, weekends and statutory holidays – clean twice daily by 8:00 a.m. and at 4:00 p.m., or at such other schedule as directed by the Village;
 - iii. September 7, 2010 to October 11, 2010, weekends and statutory holidays – clean a minimum of three times per weekend, plus once on the Statutory Holiday;
- l. keep boat launch area and office in a clean, organized and safe manner;
- m. permit the Village to inspect the premises and work of the Contractor at any time;
- n. hire, direct, supervise and pay out of proceeds from the contract all staff necessary to fulfill the Agreement;
- o. not sell any goods from the boat launch site without direct written consent of the Village;
- p. submit monthly reports of sales of Harrison Lake Charts on a cost recovery basis plus 15% for administration costs;
- q. be responsible for all applicable licenses and taxes;
- r. report in writing to Council at the end of the season on the operations, challenges, rewards and financial statement;
- s. perform cursory inspection of all boats, trailers and tow vehicles to ensure all foreign vegetation is removed by boat operator prior to launch;
- t. provide all boat operators with a copy of the Marine Sanitation Station Brochure.

4.2 The hours of operation shall be:

- a. Peak Period (May 15, 2010 to September 6, 2010)
 - 8:00 a.m. to dusk – weekdays, weekends and Statutory Holidays
- b. Shoulder Period (April 1, 2010 to May 14, 2010 and September 7, 2010 through October 11, 2010)

Fridays – from 12:00 p.m. to dusk

Saturday, Sunday and Statutory Holidays – 8:00 a.m. to dusk

- 4.3 The Contractor shall not, during the period of time the Contractor is performing the services, acquire any interest, direct or indirect, which would, in the reasonable opinion of the Village, give rise to a conflict of interest between the obligations of the Contractor to the Village under this Agreement and the obligations of the Contractor to any other person, firm or corporation.

5. **INDEMNIFICATION**

- 5.1 Despite any provision herein contained to the contrary, the Contractor hereby indemnifies and saves harmless the Village of and from all fines, suits, claims, demands, actions, costs charges and expenses of any nature or kind for which the Contractor may become liable or which the Contractor may suffer or incur by reason of:

a) any breach, violation or non-performance by the Contractor of any covenant, service, term or provision contained herein;

b) the presence of the Contractor's equipment or any and all services undertaken by the Contractor on the site.

5.2 **LIABILITY**

a) The Contractor shall be liable to the Village for all loss, damages and expenses which the Village may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of the Contractor, its servants, agents, Contractors or employees in respect of the Contractor's use of the site area or by reason of this Agreement.

b) The Village shall be liable to the Contractor for all loss, damages and expenses which the Contractor may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of the Village, its servants, agents, Contractors or employees in respect of the Village use of the site area or by reason of this Agreement.

6. **INSURANCE**

- 6.1 The Contractor shall at all times during the tenure of this lease, maintain commercial general liability and property damage insurance against claims for personal injury, death or damage to property arising out of any of the omissions of the Contractor or any of his agents, employees or servants. The commercial general liability insurance shall be maintained at \$5,000,000, for any single loss minimum, and the Village shall be named as an additional insured in the policy.

6.2 The Contractor shall submit proof of comprehensive general liability and property damage insurance upon execution of this Agreement.

6.3 The Contractor shall reimburse the Village the insurance premium for handling and maintaining cash on the premises.

7. **CONSIDERATION**

7.1 The Contractor shall receive 50% of the gross fees collected net of taxes. The Contractor shall accept such fees as full payment and reimbursement for the services provided regardless of work done on weekdays or weekends.

7.2 The Contractor shall submit to the Village an invoice for payment of consideration on a weekly basis (or other basis as mutually agreed to), quoting the Contractor's federal tax number (if applicable).

7.3 The Contractor shall be paid \$_____ for washroom cleaning for the period April 1, 2010 to October 11, 2010 inclusive. Payment will be made upon receipt of an invoice once per month.

8. **CRIMINAL RECORDS CHECK**

The Contractor is required to supply the Village with a Level I Criminal Records Check for all management and staff.

9. **TERMINATION OF Agreement**

9.1 The Village may, in its sole discretion, by giving notice to the Contractor, terminate or suspend all, or any part of the project services. If the Village terminates or suspends all or part of the services under this section, the Contractor may deliver an invoice to the Village for the period of service. The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all, or any part, of the services.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the day and year above first written.

Mayor

Contractor

Chief Administrative Officer