

INDEPENDENT CONTRACT AGREEMENT [GRASS CUTTING]

THIS AGREEMENT dated the ____ day of _____

BETWEEN

(the “Contractor”)

AND

THE TOWN OF STRATFORD

(the “Town”)

This Agreement sets forth the terms of agreement between the Town and the Contractor in regard to grass cutting services for the Town of Stratford.

SERVICES AND COMPENSATION

1. The services to be provided by the Contractor to the Town are grass cutting and trimming services and are more completely described in Appendix A, the Tender Spec and Bid Document. The closing date and time for bid submissions is **Thursday April 2, 2026 at 2:00 PM.**

TERM

2. The term of this Agreement shall be two years commencing May 10, 2026 & 2027, with the option for renewal in one year increments for 2028 & 2029. Contract ends each year on October 31.

CONTRACTOR RESPONSIBILITIES

3. The Contractor will be paid for the Services rendered during the Term in accordance with schedules “A”, “B”, “C”, “D” reproduced in the contract specifications, which payment shall be made in equal monthly installments on the last day of each month.
4. The Contractor is solely responsible for providing any and all equipment, supplies and fuel required in connection with provided the Services and any and all expenses incurred in connection with providing the Services (including insurance costs).
5. The Contractor shall be solely responsible for all legally required employer and employee contributions and deductions for the Contractor and any staff, including Worker’s Compensation, Canada Pension Plan, Employment Insurance, federal and provincial income taxes, and medical coverage. The Contractor shall provide proof of registration, indicating “clear standing” status with the applicable Worker’s Compensation agency.
6. The Contractor shall comply with all applicable Town policies.
7. The Contractor warrants that he/she is a sole proprietor and is a resident of Canada. Entering this Agreement does not constitute employment by the Town or employment under the *Employment Insurance Act* (PEI).

8. a) The Contractor shall, at his/her/its own cost, provide and maintain during the entire term of this Agreement commercial general liability insurance in the minimum amount of \$3,000,000, with an insurer and in a form satisfactory to the Town, naming the Town as an additional insured and providing 60 days' notice in writing of any material changes or cancellations. The Contractor shall provide the Town with satisfactory proof of such insurance.
- b) The Contractor agrees to indemnify and save harmless the Town, the Town's Council members, employees and agents against any and all liabilities, actions, losses, damage, costs and expenses which the Town, its Council members, employees and agents may sustain, incur, suffer or be required to pay by reason of the Contractor's breach of this Agreement or by reason of any act, omission, fault, default or negligence of the Contractor or of those for whom the Contractor is responsible at law. This indemnity shall not be prejudiced by, and shall survive, the termination of this Agreement.

TERMINATION

9. This Agreement may be terminated as follows:
 - a) By the Town where:
 - (i) in the reasonable opinion of the Town, the Services provided by the Contractor are deemed unsatisfactory, inadequate, or are improperly provided;
 - (ii) in the reasonable opinion of the Town, the Contractor has failed to comply with any substantive term or condition of this Agreement; or
 - (iii) the Contractor becomes bankrupt or insolvent.
10. Upon termination of this Agreement, the Contractor shall cease to provide any further Services. The Town shall be under no obligation to the Contractor other than to pay, upon receipt of an invoice and satisfactory supporting documentation, such compensation as, in the reasonable opinion of the Town, the Contractor may be entitled to receive under this Agreement for work completed to the satisfaction of the Town up to the date of termination.

GENERAL PROVISIONS

11. The parties agree that all notices required to be given under this Agreement shall be well and sufficiently given if sent by registered mail, postage prepaid as follows:

TO THE CONTRACTOR

TO THE TOWN

Town of Stratford
 Attn: Chief Administrative Officer
 234 Shakespeare Drive
 Stratford, PE C1B 2V8

and any such notice shall be deemed to have been given and received on the second business day after which the envelope containing the notice was deposited and registered in a post office. In the event of an interruption of mail service, all notices shall be delivered by personal delivery.

12. This Agreement, or any of the rights or obligations thereunder, shall not be assigned in whole or in part by the Contractor without the prior written consent of the Town. This Agreement shall enure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and permitted assigns.

13. The Appendices attached to this Agreement form part of this Agreement.
14. This Agreement contains the entire agreement between the parties. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement.
15. This Agreement shall be construed and governed by the laws of the Province of Prince Edward Island.
16. This Agreement can only be amended by mutual written consent of the parties.
17. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate, or be construed, as a waiver of any similar subsequent breach or violation of it.
18. The headings provided in this Agreement are for convenience and ease of reference only and shall not affect the interpretation or construction of this Agreement.
19. This Agreement may be executed in counterparts, each of which, when so executed and delivered to the other parties, shall be deemed to be an original, and when taken together, shall be deemed to be one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have affixed their signatures as of the day and year first written above.

Contractor:

Print Name: _____
Signature: _____

Town of Stratford:

Print Name: _____
Signature: _____