

Contractor Health and Safety Responsibility Agreement

Contractors shall employ only orderly and competent people to do the work contracted by LWHA. Contractors' employees shall be fully covered under the Workplace Safety and Insurance Board, and the contractor shall provide proof of this coverage when requested by LWHA. All contractors must be approved in writing prior to commencement of work. Contractors are responsible for ensuring that their employees comply with this agreement.

Contractors accept all risk pertaining to the ownership, possession, use or operation of its equipment in completing services for LWHA, whether in whole or part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible.

The Contractor shall indemnify and save harmless LWHA from any and all claims, demands, actions, losses or property damage arising directly or indirectly from the ownership, possession, use of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible. The Contractor shall protect and hold LWHA harmless and shall pay all costs, expenses and reasonable legal fees incurred by LWHA in connection with such litigation. The indemnities contained in this agreement shall not be prejudiced by and shall survive the termination of the Agreement.

The Contractor shall, during any time in which it is providing services to LWHA, take out and keep in full force and effect property damage and public liability insurance in which the limits of public liability shall not be less than two million (\$2,000,000) dollars per occurrence, the whole at the Contractor's sole cost and expense. All policies shall be written with insurance companies qualified to do business in the Province of Ontario and shall name LWHA as an additional insured and a certificate acknowledgement must be provided to LWHA. LWHA will request a copy of your insurance once / year. Contractors are expected to keep insurance current throughout the year, and it must be available upon request.

The Contractor shall abide by and shall ensure that each of the Contractor's employees and sub-contractors' employees (if applicable) abide by LWHA's Health and Safety rules and regulations. The Contractor will also be able and willing at such times as recommended by LWHA to provide additional precautions as deemed necessary by LWHA for safe-guarding employees and equipment. The Contractor further acknowledges and agrees that any violation of Safety rules or regulations is justification for the immediate termination of its Contract with LWHA, without any further obligation on the part of LWHA.

The Contractor shall, at its own expense, obtain and maintain in good standing all permits, and licenses required by any authorities having jurisdiction over the business of the Contractor. The Contractor shall also comply with all federal, provincial and municipal laws and regulations which are applicable to its business, and in particular to those affecting health and safety, workers' compensation, and environmental matters.

This agreement shall be constructed and enforced in accordance with the laws of the Province of Ontario and the parties agree to attorn to the jurisdiction of the courts of that province.

This agreement embodies the entire agreement of the parties with regard to the matter herein, and no other agreement shall be deemed to exist, except as entered into in writing by both parties to this agreement.

The contractor shall not assign this agreement or any part of it and may not employ or retain anyone as a subcontractor or otherwise, to perform any part of its obligations under this agreement without the prior written consent of LWHA.

No contracted work offers will be granted by LWHA unless this agreement's terms and conditions are fully accepted and agreed upon by the parties to the satisfaction of LWHA.

Accepted (Date)_____

Contractor (Print Name)_____

Contractor (Signature)_____

LWHA Contact / Project Manager (Print Name)_____

LWHA Contact / Project Manager (Signature)_____