

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made as of Oct 1, 2017 (the “**Effective Date**”).

**BETWEEN:**

**CHEBUCTO COMMUNITY NET SOCIETY.**, a Nova Scotia society “**Society**”)

- and –

**Reginald David Hody** (the “**Contractor**”)

(each, a “**Party**” and, collectively, the “**Parties**”)

### RECITALS:

A. The Society wishes to engage the Contractor for the purpose of providing the services described in the attached Schedule “A” and such other services that may be reasonably incidental to them or to which the Parties may agree from time to time (collectively, the “**Services**”).

B. The Contractor has agreed to provide, and the Contract has agreed to provide, the Services to the Society in accordance with, and subject to, the terms of this Agreement.

**The Parties agree as follows:**

### ARTICLE 1 ENGAGEMENT

1.1 **Engagement.** The Society engages the Contractor to provide the Services and the Contractor agrees to provide the Services on the terms and conditions of this Agreement.

1.2 **Performance of Duties.** The Contractor agrees to provide the Services for and on behalf of the Society. The Contractor represents and warrants to the Society that he has the required skills, abilities, qualifications and experience to perform the Services. In performing the Services, the Contractor will:

- (a) act honestly, diligently, in good faith and in the Society’s best interests;
- (b) exercise the care, diligence and skill of a reasonably prudent person performing similar services in comparable circumstances;
- (c) act in accordance with sound industry standards and practices;
- (d) act in accordance with all applicable laws, regulations and standards;
- (e) devote sufficient time and attention to the Society’s business and affairs to perform the

services effectively and to the best of their ability; and

(f) comply with the Society's policies and procedures in effect from time to time.

**1.3 Personal Nature.** The Contractor's obligations and rights are based on the provision of the Services by the Contractor and his or her singular skills and qualifications. The Contractor may perform the duties outlined in Schedule "A" alone or with the assistance of trained volunteers.

**1.4 Office Hours.** The Contractor will be provided with the office, located at Chase Building which can be used Monday-Friday from 1:30 to 3:30 pm, except on Statutory and Dalhousie University Holidays and by a weekly session at one of the manors.

**1.5 Reporting.** Upon the Society's request, the Contractor will provide reports regarding the Contractor's progress and performance of the Services.

**1.6 Independent Contractor.** In performing the Services under this Agreement, the Contractor will at all times each be an independent contractor of the Society and not an employee. Nothing in this Agreement will be construed as, or have the effect of constituting, any other relationship between the Parties, including one of agency, partnership or joint venture, or of creating any employer and employee relationship.

## **ARTICLE 2 REMUNERATION**

**2.1 Compensation.** The Society will pay the Contractor the compensation set out in the attached Schedule "B", (the "**Contractor Fees**"). The Contractor will be responsible for remitting all applicable taxes and levies for which the Contractor may be liable at law in respect of any payments to it from the Society. To the extent that the Society is required by any applicable law or order to withhold any sum from a payment, the Society will be entitled to do so.

**2.2 Expenses.** The Society will reimburse the Contractor for all reasonable expenses the Contractor incurs in the course of performing its duties and responsibilities under this Agreement that are consistent with the Society's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Society's requirements with respect to reporting and documentation of such expenses.

**2.3 Indemnity.** The Contractor agrees to indemnify and hold harmless the Society and its directors, officers, and employees, from and against any liabilities, damages, fines, interest or penalties on account of the Contractor's failure to make any payments, withholdings, deductions or remittances as may be required by law to be made by Contractor, including in respect of any amounts paid to the Contractor under this Agreement.

## **ARTICLE 3**

## TERM & TERMINATION

3.1 **Term.** This Agreement is for a one year contract beginning on Oct 1, 2017 which may be renewed, renegotiated or terminated on the annual anniversary. This Agreement shall automatically terminate upon the dissolution, winding-up, or bankruptcy of a Party.

3.2 **Early Termination.** Any Party may terminate this Agreement at any time by giving at least fourteen (14) days advance notice to the non-terminating Parties.

3.3 **Effect of Termination.** In the event that this Agreement is terminated for any reason, the Contractor shall be entitled to any portion of the Contractor Fees earned but not paid and, subject to Section 2.3, any expenses incurred by the Contractor but not reimbursed, in each case up to and including the date of termination.

## ARTICLE 4 NOTICES

4.1 **Delivery of Notice.** Any notice relating to or required or permitted to be given in accordance with, this Agreement will be in writing and will be personally delivered, couriered, emailed or mailed as follows:

- (a) if to the Society, at its head office addressed to the President's attention; and
- (b) if to the Contractor, at the address set out on the signature page of this Agreement.

4.2 **Time of Delivery.** Any notice will be deemed to have been received:

- (a) if delivered, couriered, or emailed, on the next business day following when it is delivered; and
- (b) if mailed, on the fifth (5th) day (excluding Saturdays, Sundays and holidays) after it is mailed.

4.3 **Change of Address.** Each Party may change its address for the purpose of this Article 4 by delivering written notice of such change as set out in Section 4.1.

## ARTICLE 5 GENERAL

5.1 **Representation.** The Contractor represents and warrants to the Society that his execution and delivery of, and performance of his obligations under, this Agreement does not and will not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which any of them is a party or by which any of them is bound.

5.2 **Equipment.** The Contractor agrees that all items the Society furnishes or provides to the Contractor and all of the Society's material and equipment used by the Contractor while engaged under this Agreement (collectively, the "**Society Property**") belong exclusively to the Society.

The Contractor agrees to turn over to the Society all Society Property in its possession or under its control immediately at the Society's request or, in the absence of a request, upon the termination of this Agreement.

**5.3 Use of Equipment.** The Contractor shall not use any Society Property to access or store illegal material of any kind, including but not limited to material that might be considered pornographic or offensive to others working for the Society. All information stored on the Society Property is subject to review by any individual the Board designates and, except where such information is unrelated to the Society's business, is the Society's property. The Society is not responsible for the control of any personal information the Contractor places on the Society Property.

**5.4 Email.** The contractor has access to CCN's office email ([office@chebucto.nc.ca](mailto:office@chebucto.nc.ca)) and acknowledges that such email address is not a personal or confidential address. None of the office email is confidential to him or her and the Society's management or any person the Board designates may review it at any time.

**5.5 Guarantee by the Contractor.** Each of the covenants made in this Agreement in favour of or for the benefit of the Society by the Contractor is hereby guaranteed by the Contractor.

**5.6 Severability.** Each provision of this Agreement shall be legal, valid and enforceable to the fullest extent permitted by law. If a court of competent jurisdiction finds any provision of this Agreement or portion thereof to be void, invalid, illegal or unenforceable, the remainder of this Agreement or the application of such provision or portion thereof shall not be affected thereby.

**5.7 Amendments and Waiver.** This Agreement or any provisions may only be amended with both Parties' written consent. Any waiver must be in writing and any waiver of breach is not a waiver of any subsequent breach.

**5.8 Entire Agreement.** This Agreement supersedes all prior agreements, negotiations and discussions, whether oral, written or otherwise, between the Parties with respect to its subject-matter. This Agreement contains the final and entire understanding and agreement between the Parties with respect to its subject-matter. The Parties will not be bound by any terms, conditions, statements, covenants, representations, or warranties, whether oral, written or otherwise, not contained in this Agreement or the PIIA with respect to its subject-matter.

**5.9 Governing Law.** This Agreement is governed and construed by the laws of the Province of Nova Scotia and the applicable federal laws of Canada, and the Parties will submit to the jurisdiction of the courts of the Province of Nova Scotia.

**5.10 Assignment.** The Contractor may only assign this Agreement with the Society's express prior written consent. The Society may assign to another person or entity any of its rights under this Agreement, including, without limitation, any successor in interest to the Society or its business operations.

**5.11 Counterparts and Electronic Execution.** The Parties may execute this Agreement in counterparts and may execute and deliver this Agreement in electronic form that can create a printed copy. When signed, each counterpart will be deemed an original and together will constitute the same agreement.

**SIGNED** as of the day and year first above written.

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Witness

\_\_\_\_\_  
Reginald David Hody

Dated this 9th day of January, 2018.

\_\_\_\_\_  
Witness

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**CHEBUCTO COMMUNITY  
NET SOCIETY**

**Reginald David Hody**

**CONTRACTOR AND PRINCIPAL ADDRESS FOR NOTICES:**

922 Herring Cove Road, Halifax, NS B3R 1Z6

Attention: Reg Hody

E-mail: [reghody@gmail.com](mailto:reghody@gmail.com) or [reg@chebucto.ns.ca](mailto:reg@chebucto.ns.ca)

## Schedule “A”

### **Main Duties**

- Plan, organize, direct, control and evaluate the operations of a department providing administrative services and membership support ;
- Process membership funds and donations;
- Train volunteers to process membership accounts and to provide technical support to members in the office and at serviced Metro Halifax Housing Authority Manors.
- Ensure that relevant information and correspondence reach the Treasurer, the Executive, or Technical Committee member and
- Any other services that the Society ask to perform;
- Seek direction from the CCN Executive on policy issues on memberships and the purchase of office equipment.
- Attend meetings and report to the Executive or Board when requested;

## Schedule "B"

The Society will pay the Contractor the compensation in the amount of \$1,000.00 per month including all applicable taxes.