



## Agreement for Services

**THIS CONTRACT** dated

**BETWEEN:**

SOS Supportive Outings and Services Inc

The Service Provider

AND

*The Client*

### **BACKGROUND:**

- A. The Client is of the opinion that the Service Provider has the necessary abilities and experience to provide defined services to the Client or the Client's dependant.
- B. The Service Provider is agreeable to providing such services to the Client or the Client's dependant on the terms and conditions set out in this Agreement for Services ("the Agreement")

**IN CONSIDERATION OF** the background described above and of the mutual benefits and obligations set forth in the Agreement, and the consideration provided by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties to the Agreement agree as follows:

### **Scope of Work**

- A. Exhibit A, attached hereto and incorporated by reference, contains the general terms and conditions describing the Services to be provided under the Agreement by the Service Provider, the nature of the relationship between the Service Provider and "the Client", and specific obligations of the parties and each of them.

- B. Exhibit B, attached hereto and incorporated by reference, contains the Waiver executed by the Client regarding the indemnity of the Service Provider from legal claims by the Client or the Client's dependant against the Service Provider for any errors or omissions of the Service Provider except those caused by gross negligence or Criminal actions of the Service Provider or its agent.
- C. Any complaints regarding services of the agents of the Service Provider shall be addressed to the management of the Service Provider. A written incident report shall be filed by the agent or staff of the Service Provider on duty at the time of the incident and provided to management. The complainant shall be entitled to a copy of the incident report filed with the management within 10 days of any complaint being lodged with the Service Provider. The Service Provider shall appoint an investigator to perform an inquiry regarding fault, if any, appropriate disciplinary action, if any, and restitution if directed. A written copy of the inquiry shall also be made available to the Complainant on his/her request. If it is deemed necessary by the investigator, a new Agreement may be executed by the Service Provider and the Client to remedy the deficiency found, if any.

#### **Consideration/ Payment by Client**

The remuneration of the Service Provider shall include, but not necessarily be limited to, time spent in providing services and any authorized disbursements required for said services. Authorization shall be good and sufficient by verbal confirmation of the Client, unless the disbursements are anticipated to exceed \$100 per event, at which time such authorization must be in writing.

The Client shall pay for services rendered in the previous service period within 15 days of an invoice being provided by the Service Provider. If any payments are late, then the Service Provider may determine that the Client shall be required to provide a Retainer of \$500.00 with the Service Provider prior to any further Services being provided, and shall thereafter pay an hourly, daily or weekly amount, as may be agreed, for the performance of the duties and obligations of the Service Provider under the Agreement, depending on the scope of the retainer of the Service Provider.

**Cancellation procedures and policies**

The client agrees to advise the Service Provider at least 12 hours in advance of the next scheduled service if the client is intending to cancel the scheduled services. In case of an emergency, advance notice of cancellation of services shall be as soon as practicable in the circumstances. If, however, notice of cancellation is not received by the Service Provider at least 4 hours prior to the scheduled service, then the Client shall pay a Cancellation Fee of at least one hour of service, which shall be designated on the regular billing as a Cancellation Fee. Repeated cancellations without adequate notice, or prior discussion with the Service Provider, shall attract an increased Cancellation Fee of an added ½ hour each time the cancellation is without adequate notice or discussion with the Service Provider, and after 3 Cancellation Fees are incurred, the Service Provider shall have the right to cancel this contract on written notice to the client.

**Billing**

The Client shall be provided with a written accounting for the services provided, the disbursements expended, on the 15<sup>th</sup> and the last day of each month, unless otherwise agreed between the parties. Payment of the invoices received by the Client shall be made within 15 days of receipt of the invoice, by cash, money Order or fully negotiable cheque made out to SOS Supportive Outings. If payment is not made within the time allotted, monies to pay the invoice shall be withdrawn from the Retainer provided, until the Retainer is fully depleted. If no replenishment of Retainer is made, or payment received within 15 days of the Retainer being fully depleted, then services shall be suspended to the Client or the Client’s dependant, and no services shall be resumed until the Client negotiates a new Agreement with the Service Provider and further Retainer monies are paid. If Services are suspended twice for non-payment, then the Service Provider shall have no obligation to renegotiate any Agreement with the Client in the future, and the Service Provider shall be entitled to claim the monies owed in a legal action through the Courts, with Solicitor and Client costs and compound interest charged on the unpaid balance at 2%.

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Darcy Kline (Owner)

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Client

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Witness

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Witness