



PROFESSIONAL SERVICES CONTRACT

This agreement ("**Contract**") dated for reference [month and date], 2025, is between **VILLAGE OF LIONS BAY** ("**Municipality**") and [**FULL LEGAL NAME OF CONTRACTOR**] ("**Contractor**").

Whereas, the Municipality desires to obtain certain services from the Contractor and the Contractor is able and willing to provide the same to the Municipality, in consideration of the mutual covenants made by the parties under this Contract, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1.0 Term

- 1.1 This Contract shall come into effect on the date it is fully executed and shall stay in effect ("**Term**") until each party has met its obligations hereunder, unless terminated earlier in accordance with section 5.0 or otherwise modified by the written agreement of the parties.

2.0 Services

- 2.1 The Contractor agrees to provide the Services to the Municipality, in accordance with the terms and conditions set out in this Contract. The parties may, by written amendment to this Contract, mutually agree to modify the scope of the Services.
- 2.2 The Contractor shall undertake and perform all Services with such degree of care, skill and diligence as would reasonably be expected from a person or entity performing services similar in scope, nature and complexity to the Services in accordance with industry practices and standards in the Province of British Columbia.
- 2.3 The Contractor shall:
- (a) supply and pay for competent, adequate and skilled labour and materials necessary or advisable to provide the Services;
 - (b) be responsible for all applications, permits or other approvals necessary or advisable to provide the Services;
 - (c) maintain time records and books of account, invoices, receipts, and vouchers for all invoices issued and expenses incurred, in form and content satisfactory to the Municipality;
 - (d) upon request and as required by this Contract, fully inform the Municipality of all work done in connection with providing the Services and
 - (e) comply with the Municipality's instructions regarding the performance of the Services, provided such instructions are consistent with this Contract.
- 2.4 The Contractor agrees that this Contract is not intended to create exclusive rights for the Contractor to perform services similar to the Services on behalf of the Municipality. For certainty, the Municipality may perform services similar to the Services using its own forces or another contractor at any time during the Term without contravening this Contract.

3.0 Compensation

- 3.1 During the Term, the Municipality shall pay the Contractor compensation for the Services in accordance with the terms and in the manner set out in this Contract, particularly as set out in Schedule B.
- 3.2 The Contractor may claim compensation that has become payable by submitting a written invoice to the Municipality once every 30 calendar days. Such invoice must provide details of the Services performed during the period for which compensation is claimed and must be accompanied by documentation as may be reasonably required by the Municipality to verify the amount of the invoice and the Services performed. GST and PST, as applicable, must be separately indicated.
- 3.3 The Municipality shall pay the Contractor the amount of the approved invoice, and the applicable GST and PST, no later than 30 calendar days following the date of receipt of the invoice.
- 3.4 The Contractor shall not be reimbursed for any costs or expenses unless such costs or expenses are expressly contemplated in Schedule B.

4.0 Assignment and Subcontracting

- 4.1 Neither party may assign any of its rights or interests in this Contract. Notwithstanding the foregoing, the Contractor may subcontract any obligation under this Contract to subcontractors listed in Schedule C of this Contract.
- 4.2 No subcontract shall relieve the Contractor of any obligations under this Contract.

5.0 Termination

- 5.1 The Municipality may terminate this Contract at any time without cause by giving 30 calendar days' written notice of termination to the Contractor and paying the Contractor the compensation that becomes due for the Services provided until the date that such termination becomes effective.
- 5.2 If either party fails to perform its obligations under the Contract, the other party may give the defaulting party notice in writing of the default. Upon receiving such notice, the defaulting party must correct the default or commence and diligently pursue such correction in five calendar days. If the defaulting party has not corrected the default or commenced correction in the said time period, or has failed to diligently pursue the correction thereafter, the non-defaulting party may at its sole discretion (a) correct such default and collect the cost thereof from the defaulting party, or (b) terminate the Contract.

6.0 Insurance

- 6.1 The Contractor shall, at its own expense, maintain at all times during the Term the following:
 - (a) commercial general liability insurance with a limit of not less than \$2,000,000 inclusive per occurrence for bodily injury (including death) and damage to property, including loss of use thereof. Such insurance shall include coverage for broad-form property damage, contractual liability, completed operations and product liability. The Municipality shall be named as an additional insured on the policy, but only with respect to the operations of the Contractor in the performance of this Contract;

- (b) professional liability insurance covering damages caused by an error, omission or any negligent acts. The limit per claim shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000; and
- (c) automobile liability insurance for a limit of not less than \$2,000,000 for all owned, leased or rented licensed vehicles used in the performance of the contract.

7.0 Confidentiality

- 7.1 A party receiving Confidential Information of the other shall not, unless required by law, discuss or transmit the Confidential Information in whole or part to any third parties (except to the receiving party's employees or contractors, and then only on a 'need to know' basis and to the extent of such need). "**Confidential Information**" means, with respect to the party to whom it belongs or pertains, information that is not publicly available and which the said party could reasonably be deemed to have an interest in protecting from disclosure to third parties or the public.

8.0 Intellectual Property

- 8.1 Any documentation or deliverables developed by the Contractor as part of the Services are the property of the Municipality, and any copyrights, authorship rights, ownership rights or any other rights to such documentation or deliverables remain solely with the Municipality, notwithstanding any notice or disclaimer otherwise added by the Contractor on any such documentation or deliverable.

9.0 Force Majeure

- 9.1 For the purposes of this Contract, the term "**Force Majeure**" means an event (a) that is beyond reasonable control of the party affected by it; (b) was unforeseeable at the time the parties executed this Contract; and (c) which impairs the affected party's ability to perform its obligations under this Contract. Such events include acts of nature such as unusual weather events; floods, droughts and fire; explosions, wars, acts of terrorism or insurrection; epidemics; riots, strikes, lockouts or other labour disruptions; and amendments to laws, rules, regulations or order of a duly constituted governmental authority.
- 9.2 Provided that the affected party serves notice of the Force Majeure as soon as reasonably possible to the other party and to the extent that the affected party's performance is impeded by the Force Majeure, the affected party shall not be in breach of its obligations under this Contract.

10.0 Indemnity and Limitation of Liability

- 10.1 The Municipality and the Contractor shall each ("**Indemnifying Party**") indemnify, release and save harmless the other party and its elected and appointed officials, officers, employees, agents, contractors, successors and assigns ("**Protected Parties**") from any liabilities, actions, damages, claims, losses, orders, fines, penalties, costs and expenses, including the full amount of all legal fees and expenses that may be brought by a third party against any of the Protected Parties to the extent arising from a negligent acts, a negligent omission, or wilful misconduct of the Indemnifying Party or any person under the Indemnifying Party's control.
- 10.2 The Municipality and the Contractor waive all claims against each other for any consequential, incidental, indirect, special, exemplary or punitive damages, and regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, indemnity, contribution, strict liability or any other legal theory; provided, however, that the preceding waiver shall not apply to (a)

either party's obligations set forth in section 10.1 as to claims by third parties made against the Protected Parties; (b) a party's fraud, wilful misconduct, illegal acts or unlawful acts; (c) claims that are covered by insurance policies required to be maintained under this Contract.

- 10.3 In no event shall a party be liable to the other for any damages, claims, demands, suits, causes of action, losses, costs, expenses and/or liabilities in excess of an amount equal to 100% of the compensation payable to the Contractor under this Contract, regardless of whether such liability arises out of breach of contract, guarantee or warranty, tort, product liability, indemnity, contribution, strict liability or any other legal theory; provided, however, that the preceding limitation shall not apply to (a) either party's obligations set forth in section 10.1 as to claims by third parties made against the Protected Parties; (b) a party's fraud, wilful misconduct, illegal acts or unlawful acts; (c) claims that are covered by insurance policies required to be maintained under this Contract.

11.0 General

- 11.1 Unless otherwise specified in this Contract, all references to currency are in Canadian dollars.
- 11.2 Time is of the essence of this Contract.
- 11.3 This Contract enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns, notwithstanding any rule of law or equity to the contrary.
- 11.4 Waiver by a party of any breach of any term, covenant or condition of this Contract by the other party is not a waiver of any subsequent default by the latter.
- 11.5 This Contract shall be governed and construed in accordance with the laws of the Province of British Columbia.
- 11.6 The provisions in this Contract constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Contract.
- 11.7 Any schedule that is referenced in this Contract and attached herewith is deemed to be made part of this Contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

VILLAGE OF LIONS BAY:

Name:

Name:

Date:

Date:

NAME OF CONTRACTOR:

Name:

Date:



The Village of
**LIONS
BAY**

SCHEDULE A
SERVICES TO BE PROVIDED BY CONTRACTOR

SCHEDULE B
COMPENSATION

[Insert relevant payment information.]

SCHEDULE C
SUBCONTRACTORS

[Insert names of subcontractors, if applicable.]