

This Agreement made (in triplicate) this ____ day of _____, 2022.

Between:

The Corporation of The Town of Tecumseh
Hereinafter called the "Corporation"

Of the First Part;

-and-

Derkz Murals & Fine Art Inc.
Hereinafter called the "Contractor"

Of the Second Part.

Whereas the Contractor provided a quote dated November 24, 2021, respecting the design and painting of a mural on the building of the Royal Canadian Legion Col. Paul Poisson, Branch 261 located at 12326 Lanoue Street, Tecumseh, ON, which is accepted by the Corporation subject to the terms of this agreement contained herein.

Therefore, This Agreement Witnesseth that in consideration of the premises and the covenants hereinafter contained, the Parties hereto agree as follows:

1. The Contractor hereby covenants and agrees to design to the Corporation's satisfaction a mural honoring Dr. Paul Poisson, the Town's first elected Mayor and World War I hero, as well as the Corporation's history and 100th anniversary of the poppy.
2. The Contractor hereby covenants and agrees to paint the mural on the west facing outside wall of the Royal Canadian Legion Col. Paul Poisson, Branch 261 located at 12326 Lanoue Street, Tecumseh, ON
3. The Contractor agrees to provide the mural design and painting outlined in sections 1. and 2. above (herein the "Project") to the Corporation for the sum of \$30,000 plus H.S.T which Project will be performed in the manner and within the timelines noted below.

4. The Contractor further covenants and agrees to undertake and complete the Project work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Corporation prior to May 31, 2022 (the “Completion Date”).
5. The Corporation hereby covenants and agrees to pay \$15,000 plus HST to the Contractor upon execution of this Agreement (the “Down Payment”). Upon payment of the Down Payment, the Contractor shall, within five days, provide a concept image of the mural for review and approval by the Corporation. Subject to any required changes and following final review and approval of any revised concept image the Contractor shall proceed with completion of the Project by the Completion Date.
6. Upon satisfactory completion of the Project by the Corporation, the Corporation agrees to pay the Contractor the balance owing of \$15,000 plus HST. Invoices shall be invoiced to Corporation of the Town of Tecumseh and the Contractor shall include its HST no. being 740227673RT0001.
7. This agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively. Provided that this Contract shall not be assigned by the Contractor nor shall the Contractor sub-contract completion of the Project, or any portion thereof, to any third party without consent in writing from the Corporation.
8. The Contractor shall defend, indemnify and save harmless the Corporation its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Agreement and shall survive this Agreement.
9. The Contractor agrees to defend, indemnify and save harmless the Corporation from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Contractor’s status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Agreement in

accordance with this Agreement and shall survive this Agreement.

Notwithstanding the acceptance of this indemnity, the Contractor shall comply with all applicable laws pertaining to health and safety when performing the Project including those noted further in this agreement. The Corporation shall not be responsible for any violation of same by the Contractor who shall be directly responsible for the safety of the Contractor and the Contractor's employees while performing the Project.

10. The Corporation further covenants and agrees that it will at all times indemnify and save harmless the Contractor, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Contractor, its officers, servants and agents by reason or in consequence of the execution and performance of this agreement by the Corporation or the negligent acts and omissions of its servants, agents or employees.
11. The Contractor, as Named Insured, shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Corporation and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:
 - (a) A limit of liability of not less than \$2,000,000/occurrence with an aggregate of not less than \$5,000,000.
 - (b) Add Corporation as an additional insured with respect to the operations of the Named Insured.
 - (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured.
 - (d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
 - (e) Products and completed operations coverage
 - (f) Broad Form Property Damage
 - (g) Contractual Liability
 - (h) Work performed on Behalf of the Named Insured by Sub-Contractors
 - (i) The policy shall provide 30 days' prior notice of cancellation,
12. Coverage shall be written in an amount of not less than \$5,000,000 and shall be endorsed to include Third Party Extension.
13. The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Corporation.

14. The Contractor shall provide a Certificate of Insurance evidencing coverage in force.
15. In the performance of this Agreement, the Contractor shall be an independent contractor. Neither the Contractor nor any of the Contractor's employees, officers or directors shall be deemed to be employees of the Corporation.
16. The Contractor shall comply with all requirements of the Workplace Safety & Insurance Act, the Occupational Health and Safety Act, Environmental Protection Act and all other applicable law, regulations and the Corporation's bylaws and workplace policies. The Contractor shall provide proof from time to time upon request from the Corporation and forthwith upon execution of this document a valid clearance certificate issued by the Workplace Safety and Insurance Board.
17. The Contractor represents to the Town and shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provisions of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005 as amended (the "Act").
18. This Agreement shall not be assignable by the Contractor and the Contractor shall not sub-contract any of the Project to any other party.
19. The Contractor shall allow the Corporation the right to inspect, at any time, the Project including any of the materials, supplies or equipment which the Contractor may have on hand or in the Council Chambers described above.
20. Time shall be of the essence of this Agreement and of every part thereof.
21. No waiver by any party of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.
22. Each of the Parties covenants and agrees that he, his heirs, executors, administrators, successors and assigns will sign such further agreements, assurances, waivers and documents, and influence, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.
23. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

24. If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.
25. This Agreement expresses the final agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.
26. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.
27. This agreement shall be governed in all regards by the laws of the Province of Ontario.
28. Subject to the terms of this agreement, this agreement is not assignable without the consent of all parties.
29. All of the parties hereto acknowledge having received a true copy of this document.

See Next Page for Signing...

In Witness Whereof the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper Officers in that behalf, respectively.

**The Corporation of The
Town of Tecumseh**

SEAL

Per: _____
Gary McNamara, Mayor

Per: _____
Laura Moy, Clerk

Date

SEAL

Derkz Murals & Fine Art Inc.

Witness*

Per: _____
David Derkatz, President
I have authority to bind the Corporation

Date