

TERRACE-KITIMAT AIRPORT SOCIETY

Security Services Contract

Contract #: TKAS-03-2019 Date of Contract: May 1, 2019

Title: Security Services Contract

Between:

Terrace-Kitimat Airport Society
("The Society")
103-4401 Bristol Rd.
Terrace, BC V8G 0E9

and *("The Contractor")*

Contact: Carman Hendry
Phone #: (250) 635-2659
Fax #: (250) 638-0059

Contact:
Phone #:
Fax #:

Clause

In this supplement, the following terms will have the meanings expressed below:

Term: One-year term from May 1, 2019 until April 30, 2020, with the option to extend for two one-year terms, if mutually agreed upon.

Services: Security Services as per:
1. Appendix A – Security Personnel Requirements & Duties
2. Published YXT Flight Schedules

Fees & Expenses:
The monthly price of \$xx.xx shall include all costs of labour and materials to perform the work in compliance with the attached Appendix A and the published YXT Flight Schedule.
Subject to YXT Flight Schedule, monthly price may be revisited if flight times require an earlier start or later finish.
Invoicing is to be done monthly, on or after the last day of the calendar month in which the charges are accrued.

Description:
All personnel must complete YXT Security Personnel Training
As per schedule hours provided

1. The Contractor represents and warrants The Society that it has the skills, expertise and experience necessary to perform the Services in a competent and professional manner. The Contractor hereby agrees to perform the Services in accordance with the contract and in a competent, diligent, and efficient manner to the full satisfaction of The Society.
2. In performing the Services, the Contractor will use only personnel who have the requisite professional qualifications, skills and experience to enable the Contractor to competently provide the Services.
3. The contractor will ensure all personnel have current training in WHMIS and provide copies of training records upon request.
4. In carrying out its obligations under this contract shall, at all times, be an independent contractor and

not an employee or agent of The Society, and the scope of the Contractor's duties in respect of this contract are limited to those expressly set out in Appendix A.

5. Upon complete performance of the services to the full satisfaction of The Society, the Contractor will submit an invoice to The Society containing the following information:
 - a) Amount of Fees charged by the Contractor, setting out the dates and hours during which the Services were rendered by each person performing the Services, provided that in no event will the amount of fees charged by the Contractor under this contract exceed the maximum amount set out in Clause 1;
 - b) Amount of Expenses claimed by the Contractor, attaching receipts or vouchers for each expense claimed, provided that in no event will the amount of Expenses claimed by the Contractor under this contract exceed the maximum amount set out in Clause 1; and
 - c) Where applicable, the amount of Goods & Services Tax "GST" charged and the Contractor's GST registration number.
6. Subject to verification by The Society of the amount of the Fees and Expenses, The Society will pay the amount of approved Fees and Expenses within 30 days of the receipt of the invoice described in Clause 5.
8. The Contractor will treat, as strictly confidential, all Records and any information contained in such Records, which are provided to or obtained by the Contractor as a result of this contract or in the performance of the Services, whether or not such Records are provided by The Society. The Contractor further agrees not to publish, release or disclose such Records or information to any third party at any time during or after the Term. Originals and copies of all such Records must be returned to The Society upon the earlier of termination of this contract or at the request of The Society.
9. All rights, title and interest in all Records and inventions produced by the Contractor in connection with this contract or in the performance of the Services will vest in and ensure to the benefit of The Society. The Contractor further agrees to execute any documents or do any acts, which The Society may reasonably require, to perfect such ownership.
10. Prior to the end of the Term, The Society may terminate this agreement by written notice to take effect immediately upon receipt of it by the Contractor if:
 - a) The Contractor breaches any of its obligations under this contract;
 - b) The Contractor becomes insolvent, bankrupt or has a receiver appointed or makes any proposal under the Bankruptcy Act; or
 - c) The Contractor comes under the direct or indirect control of any corporation or person who does not control it at the date of execution of this contract.

The Contractor will not be entitled to compensation for any services provided after the date of termination.

11. The Contractor assumes all risks incidental to its performance of this contract and agrees to indemnify and hold harmless The Society, its directors, officers, employees, agents, successors and assigns from any and all claims, damages, losses, expenses and demands by reason of any loss, bodily injury or damage to person or property resulting from the fault or negligence of the Contractor, its directors, officers, employees or agents in the performance or non-performance of any of their obligations under this contract.
12. The Contractor shall, at all times during the life of this agreement, maintain at its expense, general liability insurance in an amount no less than \$5 million, proof of which will be required by The Society. This can be in a form of \$2 million per incident.
13. The Contractor shall not assign, sub-contract or transfer any part of this contract without the prior written consent of The Society, which consent may be arbitrarily withheld.
14. This contract constitutes all of the agreements between the Contractor and The Society and supersedes all prior written or oral agreements, representations, negotiations, and discussions between the parties.

No modification of this contract will have any effect unless the modification is in writing and signed by both the Contractor and The Society.

15. This contract will be governed in accordance with the laws of British Columbia and the laws of Canada. The Contractor will perform its obligations under this contract in compliance with all statutes, by-laws, regulations or other laws in force in British Columbia during the Term.
16. If any provision in this contract is found to be invalid or unenforceable, that provision shall be severed from the contract and the remainder of the contract shall remain in full force and effect.
17. The Contractor acknowledges that it has been informed and confirms its understanding of the policy statement adopted by The Society with respect to conflict of interest, and covenants and agrees that strict compliance with the policy by the Contractor and its employees is a fundamental condition to this contract, and any breach thereof shall entitle The Society, at its sole discretion, to terminate this contract, whereupon:
 - a) The Contractor shall reimburse The Society for any loss which it incurs as a result of the termination; and
 - b) The Contractor waives any right of recourse or claim for compensation arising from such termination.
18. No waiver by the Society of any breach by the Contractor of any provision of the Contract shall be a waiver of any subsequent breach. No forbearance by The Society to seek a remedy for any breach by the Contractor shall be a waiver of any rights and remedies with respect to the breach or any subsequent breach.
19. Any notice which either party may desire or be required to give the other may be delivered by hand or may be sent by facsimile or prepaid mail to the address marked to the attention of the Contract. Such notice shall be deemed to have been given upon the date of delivery of the notice for the third business day following the mailing of the notice by prepaid mail.
20. This contract shall ensure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

Signatures:

Authorized Signatory
Terrace-Kitimat Airport Society
Date: _____

Authorized Signatory
Date: _____