

## Axia Standard Terms & Conditions

Axia Property Management Inc. (the property manager) in its capacity of agent for the building owner issues PO (purchase orders) in the name of the building owner to the Contractor for the deliver of supplies and/or services. The issuing of the PO creates a contract between the building owner and the contractor. Any payment due to the contractor for delivery of services/supplies are owing from the building owner. Axia will arrange for the payment under it's authority as agent for building owner. The Building Owner may be a condominium corporation, a corporation, or individual. The following are the terms and conditions of any PO issued by Axia Property Management:

### PERFORMANCE REQUIREMENTS:

The work shall be carried out so as to cause the least inconvenience to tenants, occupants, adjoining owners and the public;

- a) The contractor will be responsible for any damage to tenant's belongings or surrounding finishes. On site storage of materials, if required should be arranged with the Property Manager prior to starting work.
- b) All construction debris must be removed from the property on a daily basis and disposed of according to all rules and regulations governing those materials.
- c) Work hours are 8:00 AM to 4:30 PM Monday to Friday unless otherwise approved by Property Manager.
- d) The Contractor shall carry out all work in a good, proper and workmanlike manner to the satisfaction of the Property Manager. All work is to be done by qualified tradesmen or technicians. Where more than one trades-person is involved and no supervisor has been assigned, then the senior trades-person shall be deemed to be the supervisor.
- e) All work shall be in accordance with any and all governmental or municipal codes for the trade. The Contractor will be responsible for the application of any municipal permits and related costs in connection with their trade. If the Contractor performs any work contrary to the governing laws, ordinances, rules and regulations, he shall bear all costs arising there from.

### 2) INDEMNIFICATION AND INSURANCE:

- a) The Contractor and the undersigned hereby agrees and undertakes to indemnify, keep indemnified and save harmless the Property Manager and the Building Owner from any loss, costs, damages and expense which the Property Manager or the Building Owner may suffer arising out of any sickness, personal injury or death, damage to or loss of property, infringement of any rights, privilege or easement, whether due to negligence or not, arising out of or in any way connected with this contract or the work to be performed or materials supplied in connection therewith;
- b) The Contractor shall be held as fully responsible to the Building Owner for the acts and omissions of his sub contractors and of persons directly or indirectly employed by them, as for the acts and omissions of persons directly employed by him;
- c) The Contractor shall be held as fully responsible to the Building Owner and Property Manager from claims under Workmen's Compensation Acts and from any other claims for damages for personal injury, including death, and from claims for property damage which may arise from the operations under this contract;
- d) The Contractor will maintain insurance coverage that will cover for not less than the limits of \$2,000,000.00 inclusive for public liability and property damage non deductible and to include blanket contractual agreement and property damage on an occurrence basis;
- e) Certificates of such insurance shall be filed with the Property Manager prior to commencement of work, shall be subject to its approval and shall include a clause requiring the Insurance Company to notify the Property Manager fifteen (15) days before such contract is terminated until the Property Manager certifies that the work has been completed. If the Contractor fails to pay any renewal of premiums, the Property Manager shall be at liberty to pay such premiums and deduct the amounts from any monies due the Contractor under this Agreement.

### 3) HEALTH AND SAFETY

Health and Safety is an important priority of the Building Owner and the Property Manager. The Contractor or Sub-Contractor (herein referred to as the Contractor) shall ensure that any and all work performed by their employees and/or the employees of their Sub-Contractors meet the following requirements

- a) All activities must meet the requirements of the Occupational Health and Safety Act, RSO 1990 Chapter 0.1 as amended (herein referred to as the ACT) and the applicable Regulations for Construction Projects, O.Reg. 213/91 as amended and/or the Regulations for Industrial Establishments, O.Reg. R.R.O. 1990, Reg. 851 as amended (herein referred to as the Regs.).
- b) Specific duties, as outlined in the Act under Duties for Employers, Supervisors and Workers, shall be strictly observed and adhered to by the Contractor for the duration of their work on this project.
- c) The Contractor shall have a sufficient number of personnel trained in Standard Level First Aid on site if there are five or more workers on the site. (Reg. 1101)
- d) The Contractor shall have a Competent Supervisor on site at all times to supervise the work of their employees and any sub-contractors under their control.
- e) The Contractor shall ensure that all workers have the required training in WHMIS, Fall Protection and any other specific training required by the regulations ACT. Proof of training is required to be available to be checked periodically by our safety/site personnel. Contractors to provide proof of valid "Fall Protection" certification for all staff working on site at any time by means of a photocopy of the Fall protection Certification card and a copy of photo identification at time of signing contract.
- f) The Contractor shall provide an up to date copy of the Contractor Safety Policy, and site specific safe work procedures (SWP), WSIB Experience Rating information, (CAD-7 or MAP) and the MOL (MINISTRY OF LABOUR) Registration Form (Form 1000) and such documents to be accepted prior to working on the property. The Contractor also acknowledges receipt (or availability upon request by Contractor), of the Building Owner Health & Safety Policy, which is to be strictly adhered to at all times.
- g) All motorized equipment and power tool equipment shall have all appropriate logbooks, manufacturers' instruction booklet, and a record of training for those qualified to operate the machine or device.
- h) Any and all accidents shall be reported to the Property Manager immediately and the Contractor accident investigation report shall be completed and submitted to the Property Manager within 24 hours of the accident. Failure to do so will result in our Health & Safety team being called on to conduct the investigation and their time shall be at the Contractor's expense.

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- i) In addition, if any contractor or subcontractor's employees are in contravention of the Safety Program on three or more occasions, (or the Act or the Regs.) our safety professionals will investigate and report the reasons for these violations to the Property Manager senior management team with all associated costs at the contractor's and/or subcontractor's expense.
- j) All critical or fatal injuries shall result in the Building Owner Safety Professionals being brought in to oversee the investigation process and dealings with MOL (MINISTRY OF LABOUR) and other officials. Any and all expenses associated with this process shall be the responsibility of the subcontractor/
- k) Copies of all written investigation reports and submissions to outside agencies, as they pertain to an accident on our project, shall be submitted via fax to the Property Manager Head Office within 24 hours of the accident report.
- l) Any and all work to be performed after 4:30 p.m. on weekdays or on Saturdays or Sundays must be approved by the Property Manager in writing prior to work continuing. Subcontractors are prohibited from working without this written approval and authorization.
- m) The Contractor shall take every reasonable precaution to protect all workers and the public from injury and illness. Standards of care appropriate for the circumstances of the work shall be communicated as required.
- n) All workers on site must be covered by WSIB coverage. Independent Operators are not permitted on the project without permission from the Property Manager. Any costs associated with health and safety violations or delays will be the responsibility of the contractor and/or subcontractor.
- o) Any contractor(s) or subcontractor(s) to our company and their workers must comply with all our rules including relevant stipulations in our safety policy and any required safe work procedures. They are required to read and agree to the conditions set forth on the Our Safety Policy with regards to health & safety requirements.
- p) All employees of any contractor(s) or subcontractor(s) must use and wear the required PPE that is appropriate, or regulated, for the duration of their time on our site or on our premises and have on their person the required training cards to verify their training. In addition, a current copy of the contractor's or subcontractor's safety policy must be on file with our office. All MSDS sheets for any WHMIS-related products the contractor or subcontractor may use on site must be available and up to date. WSIB Clearance Certificates, along with a letter verifying that all site workers are covered under the Workplace Safety and Insurance Act, must be received in our office prior to working on the property.
- q) Any worker that arrives without the required PPE or that refuses to comply with OH&S law or safe work procedures will be refused entry to our site (premises) and will be refused all future entry until they receive written authorization from our senior management. Violation of ZERO TOLERANCE rules, such as fall protection, will result in the worker's permanent removal from our projects.
- r) Repeated violations of OH&S law and/or safe work procedures by any contractor(s) or subcontractor(s) may result in their removal from the job. All associated costs for violations of health and safety laws and/or project delays resulting from health and safety violations will be the responsibility of the Contractor in violation. Investigations by our safety professionals, resulting from repeated safety violations by contractors, subcontractors or their workers, shall be at the Contractor's expense.
- s) Where projects exceed \$50, 000 it is the contractor's responsibility to submit and a "Notice of Project" to the Ministry of Labour and provide the Property Manager with a copy of this notice at time of signing contract.
- t) Where required contractors are to obtain all required permits and provide the Property Manager with a copy.
- u) Where a certified electrician, plumber, gas fitter, steam fitter sheet metal, refrigeration or Air Conditioning mechanic is required, that contractor must provide proof of certification in the form of a photocopy of that license or certification. Where minor repairs involving the above-mentioned trades are called upon the contractor must provide evidence of competency as witnessed by the Property Manager.

#### 4) WORKPLACE SAFETY AND INSURANCE BOARD:

The Contractor shall pay to the appropriate provincial Board/Commission all assessments and levies owing to the Board/Commission in respect to any resulting contract and any unpaid assessments or levies shall be the sole responsibility of the Contractor.

Prior to commencing work, Contractors required to be registered in Ontario, must provide evidence of compliance with the requirements of the Province of Ontario with respect to workers' compensation insurance.

Out-of-province Contractors are not exempt from having to register and must comply with the requirements of the Workplace Safety and Insurance Board of Ontario. Prior to commencing work, out-of-province Contractors not required to be registered in Ontario shall provide:

- a) written confirmation from the Workplace Safety and Insurance Board of Ontario stating the Contractor is not required to be registered in Ontario, and
- b) evidence of compliance with the requirements of the province or territory of the Place of Business with respect to workers compensation insurance.

At any time during the term of the contract, when requested by the Property Manager, the Contractor shall provide such evidence of compliance by himself/herself and his/her Subcontractors. Failure to provide satisfactory evidence in respect to workers compensation insurance shall result in payment being held until satisfactory evidence of compliance has been received by the Property Manager.

#### 5) PRIVACY

The Contractor must:

- a) use personal information provided by the Property Manager or collected by the Contractor under this agreement, only for the purposes of performing its obligations under this agreement;
- b) provide the Property Manager with the name of a person that will be responsible for privacy issues arising under this agreement;
- c) refer any person looking for access to their personal information to The Property Manager;
- d) not disclose any personal information without the Property Manager's express written consent, or unless required by law;
- e) comply with the *Personal Information Protection and Electronic Documents Act, 2001* and any other applicable law or regulation concerning privacy protection;
- f) upon request, provide The Property Manager a copy of the contractor's privacy policy;

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- g) allow the Property Manager reasonable opportunity to audit the contractor's personal information handling practices;
- h) upon written request, return to The Property Manager all personal information provided by the Property Manager or collected by the contractor under this agreement;
- i) upon completion of this agreement, and in accordance with the Property Manager's express written direction, return or destroy all personal information provided by the Property Manager or collected by the contractor under this agreement; and,
- j) maintain safeguards against loss, unauthorized access, use, modification, or disclosure and other misuse of personal information held in connection with this agreement.
- k) If the Contractor becomes aware of any infringement or alleged infringement of its obligations under this clause or applicable privacy law or regulation, the Contractor must:
  - i) Notify the Property Manager immediately; and
  - ii) Comply with any reasonable directions from the Property Manager with respect to remedying or responding to that infringement or alleged infringement.

The terms of this Article apply to personal information provided by the Property Manager or its Property Manager under any previous agreement with any personal information gathered by the Contractor under any previous agreement with the Property Manager.

The Contractor and the undersigned will, at the Contractor's and undersigned's own expense, indemnify and hold the Building Owner and the Property Manager harmless from any penalty, loss, award of damages and legal expenses incurred arising from any claim, complaint or cause of action made against the Building Owner or the Property Manager as a result of the Contractor's collection, use or disclosure of personal information.

### 6) TERMINATION OR OTHER RECOURSES OF THE BUILDING OWNER:

The Building Owner may cancel this Agreement at any time, with or without cause. In the event the Building Owner terminates this Agreement, the Contractor shall only be entitled to payment for services and/or materials provided to the Building Owner up to the date of termination.

### 7) ASSIGNMENT AND SUBLETTING:

No assignment of this Agreement or any money due or which may become due hereunder shall be made without the written consent of the Property Manager, and if any such assignment is made without such consent, then and in that event such assignment shall, as against the Building Owner be null and void and this Agreement shall be at the option of the Building Owner be immediately terminated and canceled as and from the date of such assignment, and in the event of such cancellation the rights and obligations provided in Termination section hereinabove for the event of cancellation shall apply and be available to the Building Owner.

### 8) PRICE INCLUSIONS AND EXCLUSIONS:

The maximum amount to be paid by the Building Owner to the Contractor shall be the amount set out in the purchase order. Any variation in the contract price shall be in writing and signed by the Property Manager and the Contractor.

### 9) WARRANTIES AND PAYMENT

- a) Payment shall be made when all work and deficiencies are complete to the approval of the Property Manager,
- b) The contractor shall submit an invoice, corresponding purchase order and proof of WSIB compliance for payment,
- c) Payment shall only be made if there is an authorized Purchase Order and only to the extent stipulated in the Purchase Order;
- d) Failure to provide satisfactory evidence in respect to workers compensation insurance shall result in payment being held until satisfactory evidence of compliance has been received by the Property Manager.
- e) Provide a 1-year warranty on all workmanship and material.

### 10) ARBITRATION:

The parties agree that any disagreement, respecting any matter covered by this Agreement shall be submitted to arbitration, and the agreed procedures between the Building Owner/Property Manager and the Contractor shall apply to any such arbitration, or if there are not such agreed procedures, the locally applicable statutory laws as to arbitration shall apply. Such arbitration shall be a condition precedent to any action by either party hereto against any other in connection with the interpretation of this Agreement or any matter arising out of this Agreement.

### ACKNOWLEDGEMENT

I acknowledge that I have read the terms and conditions and I understand that any purchase order issued by Axia on behalf of its clients, the building owner, shall include these terms and conditions regardless of whether or not these terms and conditions are attached to the PO.

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Signed – Contractor

\_\_\_\_\_  
Date