

## WORKSHOP SERVICE AGREEMENT

THIS WORKSHOP SERVICE AGREEMENT (the "Agreement") is effective on the day of invoice issued to the client ("Client").

### **Client**

*Specified by invoice*

(the "Client")

### **Contractor**

YMHC Charitable Foundation

51 Stuart St., Hamilton Ontario L8L 1B5 Canada

(the "Contractor")

## **BACKGROUND**

The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### **Services Provided**

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

- Mental Wellness Workshop.

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

### **Term of Agreement**

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

## **Performance**

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **Currency**

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

## **Compensation**

The Contractor will charge the Client for the Services at the rate specified in the invoice (the "Workshop Fee").

The Client shall pay a 3% processing fee if payment is made through bank cards (the "Processing Fee").

The Contractor's in-person workshop planning process includes an estimation of travel and lodging expenses for the Contractor's speakers (the "Travel Expenses"). Travel costs comprise air travel or ground transportation, depending on the event's location. Lodging costs are based on the hotel rate. The Contractor may use the mileage at a rate equal to the CRA per-kilometer allowance and two meals per day.

The total fee payable by the Client to the Contractor shall be the sum of the Processing Fee, Workshop Fee, and Travel Expenses, if applicable (the "Total Fee").

Travel Expenses are non-refundable after the Contractor has made the payments to respective vendors.

After the workshop is completed, the remaining balance of the Total Fee is due.

Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

## **Cancellation and Refund**

If the Client cancels the workshop within 7 days before the workshop date, the Total Fee is 100% non-refundable.

If the Client cancels the workshop more than 7 days before the workshop date, 50% of the Total Fee, excluding the Travel Expenses, is refundable.

## **Obligations**

Workshop requests are addressed on a first-come, first-serve basis. The Client must submit this form a minimum of two weeks before the requested workshop date. However, the Contractor suggests submitting the request well in advance as dates fill up quickly.

The Client must guarantee a minimum number of 10 participants. If the Client's group is smaller, the Contractor suggests collaborating with other groups or classes to host a larger event.

If the workshop is in person, the Client is expected to manage all logistics associated with the event including marketing the event and managing registration (if applicable), booking a suitable room as well as providing all A/V required (laptop computer, projector, speakers, and screen).

## **Reimbursement of Expenses**

The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.

All expenses must be pre-approved by the Client.

### **Interest on Late Payments**

Interest payable on any overdue amounts under this Agreement is charged at a rate of 10.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

### **Confidentiality**

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will end on the termination of this Agreement except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.

All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

### **Ownership of Intellectual Property**

All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

### **Return of Property**

Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

In the event that this Agreement is terminated by the Client prior to completion of the Services the Contractor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

### **Capacity/Independent Contractor**

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this

Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

### **Right of Substitution**

Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party subcontractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

In the event that the Contractor hires a subcontractor:

The Contractor will pay the subcontractor for its services and the Compensation will remain payable by the Client to the Contractor.

for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

### **Autonomy**

Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

### **Equipment**

Except as otherwise provided in this Agreement, the Client will be responsible for providing any venue, equipment, maintenance, security, and other logistical requirements necessary for the workshop. The Contractor will be responsible for bringing any materials needed to deliver the Services in accordance with the Agreement.

### **No Exclusivity**

The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

### **Notice**

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

YMHC Charitable Foundation

51 Stuart St.

Hamilton Ontario L8L 1B5

Canada

admin@youthmentalhealth.ca

or to such other address as either Party may from time to time notify the other.

### **Indemnification**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **Modification of Agreement**

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **Time of the Essence**

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Assignment**

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

### **Entire Agreement**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

### **Enurement**

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

### **Titles/Headings**

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

### **Gender**

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

### **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

**Severability**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the day of invoice issued to the Client.

**By confirming the engagement of the workshop through any form of communication, including but not limited to oral confirmation, email, or any other written or electronic communication, and upon receipt of this Agreement by email or any other form, the Client agrees to and accepts all terms and conditions set forth in this Workshop Service Agreement. Such confirmation will be deemed as the Client's signature and acceptance of this Agreement, making it fully binding and enforceable as of the date of such communication.**