

Weyburn Fur Nanny Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is made by and between Weyburn Fur Nanny (“WFN”) and _____ (“Contractor”),

1. Background and Intention

1. WFN provides pet sitting in the Weyburn, SK area.
2. Contractor has skills and information that can help WFN succeed in achieving its goals, and WFN desires Contractor’s animal care skills for specific tasks for a limited term and limited purposes as described in this Agreement.
3. The parties agree to be engaged to perform specific tasks as an independent contractor, and not an employee, because they enjoy and respect each other, and they trust one another to be reliable and accountable. The parties value clear and open communication and expect to navigate any challenges or changes with a commitment to respectful communication. To ensure that expectations are clearly communicated and carried out, the parties want to clarify their rights and responsibilities.

2. Independent Contractor Services

1. Contractor is an independent contractor and shall be responsible for supporting WFN’s goals by providing animal care services. Contractor’s duties may include the following services (collectively “Services”):
 1. Pet Sitting
 2. Ensuring assigned tasks are completed professionally and within specified timeframe.
 3. Professional communications with all WFN clients, including written emails, content creation, and phone/texts.
 4. Protect client confidentiality at all times, including sensitive login information, customer documents, and client’s personal privacy.

2. Contractor shall have the following key competencies:
 1. Demonstrating the ability to handle several tasks simultaneously.
 2. Implementing the key principles of time management, task allocation, and priority assignment in addition to personal organization.
 3. Initiating and responding to suggestions for improving service.
3. Contractor shall complete the following general requirements before beginning work:
 1. Provide Weyburn Fur Nanny a business licence.
 2. Provide Weyburn Fur Nanny a copy of driver's license and car insurance.
 3. Produce evidence of pet sitting insurance coverage.
 4. Submit a criminal background check.
 5. Complete an approved animal first aid course before rendering services under this Agreement and every two years thereafter.
4. Contractor shall be responsible, at Contractor's expense, for maintaining and providing all reasonable tools, clothing, and devices necessary to complete expected work requirements, including but not limited to a cell phone that supports the Time To Pet App, vehicle, equipment to ensure safe transportation of dogs, spare leashes, dog treats, waste bags, first aid supplies, towels, and fresh water when water is not readily available or is unsafe for dogs to drink. It will be at the Contractor's expense to maintain and obtain all required certifications and business licenses. Contractor is responsible for any necessary business insurance required by Provincial or Federal law.
5. Contractor shall provide the Services according to its own means and methods, which shall be in the exclusive control of the Contractor and which shall not be subject to the control or supervision of WFN.

6. WFN shall give Contractor access to WFN's documents, techniques, and any other information WFN and Contractor mutually agree is useful for the Contractor to have. Contractor may use the documents when providing Services.

3. Relationship and Rights of Ownership.

1. Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee or partnership between the parties. The Contractor, or any officer, employee or agent of the Contractor, shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement.

2. WFN is exempt from payment of minimum wage, EI, CPP, life and/or medical insurance and worker's compensation insurance for the Services performed under the Agreement. Contractor is responsible for providing any workers' compensation or other insurance required by the WCB and/or for the payment of any taxes associated with performing the Services covered by this Agreement as required by the Provincial and the federal government.

3. This Agreement does not constitute a hiring by either party. Contractor agrees, acknowledges, understands, and represents (i) that they are an independent contractor (and not an employee) with respect to all services provided pursuant to this Agreement and for all purposes, including, without limitation, federal and provincial tax purposes; (ii) Contractor further represents that as an independent contractor, they will file with the appropriate federal and provincial authorities all required forms and make all required or necessary payments appropriate to the Contractor's status as an independent contractor.

4. Payment for Services.

1. WFN shall pay Contractor only and after it has been paid for Services. Contractor states that it relies primarily on the credit and ability of others to pay and not on WFN's credit or ability. Contractor further expressly accepts the risk that it will not be paid for work performed by Contractor if WFN, for whatever reason, is not paid.
 2. WFN shall compensate Contractor by way of a profit-sharing percentage, namely an 80% base commission for each service provided.
 3. WFN shall pay Contractor \$25 for each new client Meet and Greet or Evaluation.
 4. Contractor is entitled to 100% of client tips earned.
 5. WFN shall pay Contractor a \$50 referral credit for each new client the Contractor brings.
 6. Contractor shall be responsible for all personal expenses, including, but not limited to, automobile, travel, automobile insurance, food, lodging, license fees, dues, income taxes, withholding taxes and the like, which may result from Contractor being associated with WFN.
 7. Contractor is responsible for providing all necessary materials including, but not limited to, cell phone that supports the Time To Pet App, vehicle, equipment to ensure safe transportation of dogs, dog treats, spare leashes, toys, first aid supplies, waste bags, towels, and fresh water when water is not readily available or is unsafe for the dogs to drink.
 8. Cancellation by client: In the event that a client cancels 24 hours before booking, there is a 50% fee collected for the 1st day of services to be rendered. Contractor will receive 80% of said fee.
5. Term and Termination.

1. Either party may terminate this Agreement on 14 days written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during the 14-day period, the breaching party fails to cure such breach.
 2. In the event that this Agreement is terminated as a result of a breach of this Agreement by Contractor, WFN shall have the right, in addition to any other claims that it might otherwise have against Contractor, to complete Services either itself or through the services of a third-party contractor and charge back to Contractor any costs incurred.
 3. In the event that this Agreement is terminated as a result of WFN or Contractor choosing to end their relationship, the party initiating the termination shall provide 14-day prior written notice to the other.
6. Confidentiality and Nondisclosure.
1. During the term of this Agreement, Contractor may have access to and may become familiar with the various trade secrets and confidential information of WFN, including passwords, client information, customer lists, processes and compilations of proprietary information, and records owned by WFN or WFN's clients and customers, and which are regularly used in the operation of WFN's business, including but not limited to: (i) contact information for vendors, clients, customers, and colleagues; (ii) information relating to marketing methods, business plans, and manner of operation; (iii) formulas, production techniques; (iv) passwords, client information and (v) any other information which is generally regarded as confidential in WFN's industry, without regard to whether such items would be deemed confidential, material, or important to others (collectively, "Confidential Information").
 2. The Confidential Information used in WFN's business gives WFN an advantage over competitors.

3. Contractor shall not make unauthorized copies of any portion of the Confidential Information.
 4. All files, records, documents, equipment, computer records, and similar items containing Confidential information, whether prepared by Contractor pursuant to this Agreement or otherwise coming into Contractor's possession, are and shall remain the exclusive property of WFN. Such items shall in all events be promptly returned to WFN upon the termination of this Agreement.
 5. All files and records related to the Services, whether stored on a computer, computer disk, flash drive, storage website, or otherwise, are subject to inspection by WFN at any time and without prior notice to Contractor.
7. Warranties and Representations.
1. Contractor represents and warrants to WFN that it is free to enter into this Agreement and that its performance thereunder will not conflict with any other Agreement to which contractor may be a party.
 2. Contractor represents and warrants to WFN that the Services are unique and original and does not infringe on the rights of any third parties.
8. Miscellaneous.
1. Amendments. This Agreement may be altered or amended only by written agreement signed by both parties.
 2. Entire agreement. This is the entire agreement of the parties with respect to the matters covered in this Agreement and supersedes all prior agreements between them, written or oral. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict herewith.

3. Indemnity. Contractor agrees to defend, indemnify, and hold WFN, its members, managers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against WFN based on a breach by Contractor of any representation and warranty made in this Agreement.
4. Mediation of disputes. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within 60
5. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is determined by a court of law to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
6. Third parties. There are no third-party beneficiaries under this Agreement.
7. Waivers. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
8. Electronic Delivery. This Agreement may be executed and delivered via facsimile, electronic mail (including portable document format files [PDF], docuSign) or other electronic transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

By signing below, parties attest that they have read, understand, and agree to all terms and conditions herein.

Authorized Signer of WFN

Signature: _____ Date: _____

Courtney Edwardson, Owner of Weyburn Fur Nanny

Contractor

Signature: _____ Date: _____

[Name]

Type of Entity: Sole Proprietorship

Business Name (if applicable):

Address:

City:

Province:

Postal Code:

SIN:

Telephone: