

This Agreement is entered into this day of May, 2024.

B E T W E E N:

THE CORPORATION OF THE TOWN OF ORANGEVILLE

Hereinafter referred to as “the Town”

and

ANDREW WELCH

hereinafter referred to as “Vendor”

WHEREAS the Town has authorized the Mayor and Clerk to execute an agreement for the services of a Town Crier;

NOW THEREFORE the Town and the Vendor mutually agree as follows:

1. **Services:** The Vendor shall provide the Town with the services of a Town Crier to deliver formal custom proclamation, announcements or a brief appearance at various Town events and ceremonies, as requested by the Town, wearing appropriate Town Crier attire (“Work”). The Vendor shall perform the Work required hereunder in a manner consistent with the care and skill ordinarily used by members of the Vendor’s profession. The Vendor shall not, without prior written authorization of the Town, make any alterations or substitutions in the Work or perform extra work. The Vendor is not entitled to any payment for unauthorized Work.
2. **Contract Term:** The Vendor shall provide the Work until such time as the Town no longer requires the Work.
3. **Payment:** The Vendor shall be compensated an annual amount of one thousand (\$1,000.00) dollars per calendar year, to be paid in the month of _____ for the Work required in the same calendar year. The Vendor is to provide an invoice containing the nature of work performed for an annual fee of one thousand (\$1,000.00) dollars, excluding HST.
4. **Insurance:** The Vendor shall provide proof of Standard Automobile and Non-Owned Automobile Liability Insurance.

5. **Scope of Work:** The Vendor is to provide a written proclamation or announcement for all Town events which he is requested to attend. All proclamations and written materials are to be submitted for review and approval by the Town's Communication Staff approximately fourteen (14) days in advance of the event.
6. **Entrance Fees:** The Town will waive entrance fees for the Vendor to functions organized and hosted by the Town in which the Vendor is invited to attend.
7. **Termination:**
 - a) The Town may terminate the Contract, whenever the Town determines that such termination is in the best interest of the Town without showing cause, upon providing written notice to the Vendor.
 - b) The Vendor may terminate the Contract upon providing fourteen (14) days written notice to the Town.
8. **Status of Vendor:** The Vendor is engaged as an independent Vendor for the sole purpose of performing the Work and shall conduct all operations in the Vendor's own name and not in the name of, or as agent for the Town. The Vendor shall not be deemed an employee of the Town.
9. **Confidentiality:** The Vendor shall hold all confidential information obtained in trust and confidence for the Town and shall not disclose any such confidential information, by publication or other means, to any person, company or other government agency or use same for any other work, study or report other than for the benefit of the Town as may be authorized by the Town in writing. In addition, the Vendor shall not at any time during or after completion of the work set out in this retainer use any confidential information gained through the work set out in this retainer for the benefit of anyone other than the Town.
 - a) This provision shall survive expiry or termination of this agreement.
10. **Indemnity:** The Vendor hereby indemnifies and saves harmless the Town, including all of its officers, employees, at all times from all loss, damages, actions, suits, claims, demands, costs, expenses, fines, and liabilities of any nature whatsoever by whomsoever brought, made or suffered for which any indemnities shall or may become liable, incur or suffer by reason of any injury to person or loss or damages to property.
 - a) The provision shall survive expiry or termination of this agreement.
11. **Applicable Laws:**

- a) In accordance with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11, Accessibility Standards for Customer Services O.Reg. 429/07 requirements, the Vendor shall ensure that prior to providing the service that the Vendor has undergone Accessibly Awareness training.
 - b) This agreement shall be governed in all respects by the laws of the Province of Ontario. The Vendor and the Town agree that any suit, action of legal proceedings arising directly or indirectly in connection with, out of, relating to, or from this Agreement or the Vendor's responsibilities thereunder, shall be brought to the Province of Ontario.
12. **Assignment:** The contract, or the right to receive payment hereunder, shall not be assigned or subcontracted, in whole or in part, by the Vendor without the Town's prior written consent.
13. **Survival:**
- a) All Vendor obligations under the contract that necessarily extend beyond termination of this contract in order to fully achieve their intended purpose shall survive termination of this contract, including without limiting the generality of the foregoing, all indemnification provisions, intellectual property provisions and confidentiality provisions.
14. **General:**
- a) The agreement shall be binding on the parties hereto and their respective successors and assigns.
 - b) Wherever the singular, plural, masculine, feminine or neuter is used throughout this agreement, the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.
 - c) The headings, titles and margin notes in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of the contract.

IN WITNESS WHEREOF, the Vendor has on the ____ day of May, 2024 affixed its name under the hands of its authorized officer(s).

Andrew Welch

Signature

Witness (sign)

Witness:
(print name)

IN WITNESS WHEREOF, the Town has on the ____ day of May, 2024 affixed its name under the hands of its authorized officer(s).

THE CORPORATION OF THE TOWN OF ORANGEVILLE

Raylene Martell
Town Clerk

Lisa Post
Mayor
We have authority to bind the Corporation