

FORM 5 - RESIDENTIAL DUCT CLEANING SUBCONTRACTOR AGREEMENT

I. The Parties. This Residential Duct Cleaning Subcontractor Agreement (“Agreement”) made **Date**, is made by and between:

Contractor: Power Vac Ontario/National Duct with a mailing address of 50 Goebel Avenue, Unit 2, Cambridge, ON, N3C 1Z1

AND

Subcontractor: **Name of the person, Mailing Address**

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Contractor hires the Subcontractor to work under the terms and conditions hereby agreed upon by the parties:

II. Termination Date. This agreement does not have an ending date. Both parties are free to terminate without prior notice at will.

III. Subcontractor Duties. The subcontractor agrees to perform work for the Contractor on the terms and conditions set forth in this Agreement and agrees to devote all necessary time and attention, within reason, to the performance of the duties as follows: Complete cleaning of the home’s ductwork system per NADCA standards based on specifications given by the Contractor (“Duties”). Subcontractor further agrees that in all aspects of their Duties, he/she/they shall comply with the policies, standards, and regulations of the Contractor to the best of their ability.

IV. Payment Amount. The Contractor agrees to pay the Subcontractor the following compensation for the Duties performed under this Agreement:

1. \$100 per full duct cleaning of a home as booked by the Contractor regardless of the size of the home and the difficulty of the job.
2. 20% of add-ons sold by the subcontractor while in the home

Hereinafter is known as the “Payment Amount”.

V. Subcontractor Obligations

1. If a job is cancelled or is found impossible to perform, the Subcontractor will not be paid even if he/she has gone to the home
2. If the Subcontractor or/and the Contractor cannot collect the proceeds for the job, the Subcontractor will not be paid
3. If the homeowner short-pays the invoice or is granted a refund, the amount short will be deducted from the Subcontractor’s Payment Amount up to \$100
4. If the Contractor has to reimburse the homeowner for work deficiency or damages, the cost will be deducted from the Subcontractor’s Payment Amount.
5. If the Subcontractor scores a C or lower in Form 11 during a quality inspection by the Contractor, there will be a \$50 fine the first time and \$100 thereafter.

VI. Payment Method.

The Payment Amount shall be paid by the Contractor to the Subcontractor by cheque or direct deposit within 15 business days of submitting Form 1 for approval by the Contractor.

VII. Inspection of Duties. Any Payment Amount shall be subject to the Contractor inspecting the completed Duties of the Subcontractor up to one (1) year from the date of completed Duties. If any of the Duties performed by the Subcontractor pursuant to this Agreement are defective or incomplete, the Contractor shall have the right to notify the Subcontractor, at which time the Subcontractor shall promptly correct such work within a reasonable time at its own cost.

VIII. Return of Property. Upon the completion of a day's cleaning, all property provided by the Contractor, including, but not limited to vehicle, cleaning supplies, tools, equipment, and any other items, must be returned by the Subcontractor. Failure to do so may result in a delay in any payment made by the Contractor.

IX. Damages. The subcontractor shall indemnify the Contractor for any damage incurred during the completion of the Duties. This indemnification includes but is not limited to damages caused in and around the home being cleaned, damages to third-party property or damages to the Contractor's properties.

X. Independent Contractor Status. Subcontractor acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Contractor. As such, the Contractor is not responsible for any payroll-related deductions.

XI. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the Province of Ontario, Canada.

IN WITNESS WHEREOF, the parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized representatives or principals.

Contractor Name: _____ **Signature:** _____ **Date** _____

Subcontractor Name: _____ **Signature:** _____ **Date** _____