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Re: Contractor Agreement Between

Pro Ace Heating & Air conditioning Ltd

&

First Name:	Sohrab	Phone:	
Last Name:	Karimi	Cell Phone:	6044174881
Address:		Email:	suhrah.karimi@gmail.com
City:		Login:	sohrab
Postal Code:		Password:	ace
Starting Date:	2020-10-26	License:	
Bank Name:		Bank Branch:	
Gst Number:		Drivers license number:	
Wcb Number:		Truck Model:	
Contract Exp Date:	2021-10-26	Truck Plate Number:	
Company Name:			

This contract, dated on the ____ day of _____ in the year 20____, is made between **Pro Ace Heating and Air Conditioning** and **[contractor name]**. This document constitutes an agreement between these two parties.

WHEREAS the Pro Ace Heating and Air Conditioning desires to retain the services of the Contractor, and the Contractor desires to render such services, on these terms and conditions are set forth.

IN CONSIDERATION of this mutual understanding, the parties agree to the following terms and conditions:

Reviews are the major concern of Pro Ace Heating and Air Conditioning, as a contractor we are expecting you to provide an excellent job in order for us to get a 5 star reviews.

As a contractor:

- You have use of own tools and retain the right over the use your equipment and tools
- Work without supervision; you will be responsible for any damages
- You Will be liable for the quality of your work; If there are complaints or issues with the quality of your work . It will be your responsibility to rectify and fix the problem, you will

have to redo job without compensation

- You have to provide us with your company invoice for payments

Installation:

1. Confirm the following before installation.
2. Take pictures before and after each installation.
3. For pictures after each job, take a minimum of 3 pictures.
 - a. for the venting
 - b. for installation
 - c. for drainage
4. All your installations must be up to code and to the manufacturers specs.
5. You will be responsible for the quality of the work and must attend to fix if there are any concerns/complaints and/or permit failure.
6. Permit failure will be free of cost, second attempt for permit will be at your own cost for \$300 for the charge
7. You are responsible for repairs and the costs if there is a complaint of your doing regardless if you send another technician.

Contract Agreement rate:

Sales Commission Terms:

a) If you give an estimate and close it yourself at the location - Company will give 50% of profit minus parts.

Installer and Appliance Commission:

Time	Installation Commission	Parts provided by Pro Ace
Furnace	\$ 800	25 ft. length 2" 636, sheet metal, filter rack, gas line, 20 ft. length 3" 636
Hot Water Tank	\$ 250	gas line, venting, pipe fittings
Mid Efficiency Boiler	\$ 650	all parts required

Working schedule and Hours:

Please mark the schedule of your availability

Monday	From: 8AM	To: 5PM	After 5:00
Tuesday	From: 8AM	To: 5PM	After 5:00
Wednesday	From: 8AM	To: 5PM	After 5:00
Thursday	From: 8AM	To: 5PM	After 5:00
Friday	From: 8AM	To: 5PM	After 5:00
Saturday	From: 8AM	To: 5PM	After 5:00
Sunday	From: 8AM	To: 5PM	After 5:00

EXHIBIT A

Termination

It is the intention of both parties to form a long and mutually profitable relationship. However, this agreement may be terminated by **Pro Ace Heating and Air Conditioning Ltd.** at any time.

Pro Ace Heating and Air Conditioning Ltd. may dismiss the contractor without prior notice in any of the following cases:

- a) Poor performance that affects company's reputation
- b) Company receives plenty of complaints for the jobs done
- c) Breaches the contract of agreement
- d) Is discovered guilty of fraud, embezzlement or other kinds of illegal actions against the company (If found guilty for this act, **Pro Ace Heating and Air Conditioning Ltd.** will seek and proceed for legal action immediately)
- e) Is guilty of discriminatory behavior or harassment
- f) Is guilty of unlawful or immoral behavior on the job
- g) Is guilty of willful neglect of job responsibilities
- h) Is discovered to have caused intentional damage to company's assets
- i) Continuously disregards company policy

Non-Competition and Confidentiality

As a Contractor, you will have access to confidential information that is the property of the **Pro Ace Heating and Air Conditioning Ltd.** You are **not** permitted to disclose this information outside of the Company.

Pro Ace Heating and Air Conditioning Ltd. does not have any objection for any other job relationship or company ownership you have, provided that it will not detract from your ability to fulfill your duties and responsibilities that is stated with your agreement with **Pro Ace Heating and Air Conditioning Ltd.**

You will also have to declare to **Pro Ace Heating and Air Conditioning Ltd.** any other job relationships or company ownership you have.

Other job or company ownership declaration:

If company owned (Active or Not):

Name of the company:

Company address:

Company phone no.:

Company email address:

It is further acknowledged that upon termination of the agreement, you will **never** solicit business from any of the **Pro Ace Heating and Air Conditioning Ltd.**'s clients.

EXHIBIT B

In general, the duties of the Position to be filled by the Contractor shall encompass the following:

DUTIES AND RESPONSIBILITIES:

- Make sure that you have all tools and/or solution on your truck daily
- If you are going to be late for work on any given day, it is your responsibility to notify the office so the customer can be informed
- Any problems with your equipment or any incident must be reported to the office
- Never book a client in for another service without informing the office
- After the completing every job, please make sure to take a photos of the unit and send to info@acecare.ca
- For furnace installation, we need the photo of the furnace and area around it, rating plate, venting termination outside, venting above furnace, gas connections, drain, if pump is installed; outside drain termination
- For hot water tank, we need the photo of the tank and area around it, exhaust, rating plate, gas connections, drain termination
- To avoid complaints, do a final inspection and review the completed job with the customer

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- Do not use anything in the customer's home without asking permission
- Do not borrow anything from the customer
- Always make sure to leave the customer's home neat and free of any marks on their floor or wall (specially after the installation job)
- You are responsible to re-do your redo's no questions asked free of charge. It will be placed onto your route by the office

This contract represents the entire agreement between the two parties and supersedes any previous written or oral agreement. This agreement may be modified at any time, provided the written consent of both the **Pro Ace Heating and Air Conditioning Ltd.** and the Contractor.

I, _____ understand these terms and conditions and I will follow and respect this contract while working for **PRO ACE HEATING & AIR CONDITIONING LTD.**

PRINTED NAME:

SIGNATURE:

DATE: