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**Re: Contractor Agreement Between**

**Pro Ace Heating & Air conditioning Ltd**

**&**

|                    |            |                         |            |
|--------------------|------------|-------------------------|------------|
| First Name:        | Moe        | Phone:                  |            |
| Last Name:         | Palani     | Cell Phone:             | 6047161847 |
| Address:           |            | Email:                  |            |
| City:              |            | Login:                  | moe        |
| Postal Code:       |            | Password:               | ace        |
| Starting Date:     | 2020-10-14 | License:                |            |
| Bank Name:         |            | Bank Branch:            |            |
| Gst Number:        |            | Drivers license number: |            |
| Wcb Number:        |            | Truck Model:            |            |
| Contract Exp Date: | 2021-10-14 | 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.

As an independent contractor, it is your responsibility upon this agreement to provide Pro Ace Heating and Air Conditioning Ltd. with your W.C.B number, G.S.T number, C.P.P and E.I.

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 to provide us with your GST and WCB Number

- You have use of own tools and retain the right over the use your equipment and tools
- You have to manage your own employee and their welfare
- 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

## **Pro Ace Heating and Air Conditioning Ltd will be lending you the following:**

- Vehicle (for company use only). You will be the principle operator and in the case of an accident; will be responsible for paying the deductible if deemed at fault.
- Printer
- Portable credit/debit machine

They have to be returned in the same condition as borrowed. You will be responsible for cost of repair or replacement excluding normal wear over time.

## **Service, Repair and Installation Guideline**

### **Service:**

1. You must complete the service list for each service call by answering our Ace app. questions.
2. Prior leaving the customers place, make sure payment is collected
3. Attached all necessary photos of the job, for reference
4. Put a service sticker with your name and date of servicing and next servicing.
5. Minimum 30-45 minutes duration per service job.

### **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.

## **Repair:**

1. You must be able to do proper diagnoses before any repair has been done.
2. Always obtain a second opinion from our staff if you are not sure what the problem is before approaching the customer.
3. Never mention unsure repairs and diagnoses to customers.
4. You are responsible for repairs and the costs if there is a complaint of your doing, regardless if you send another technician. The office will then notify you of the charges.
5. For any follow up, contact the office and make a note
6. Attached photos and notes that includes the model # and serial # of the parts.
7. You are responsible for your helper for installations, please make sure to inform the office. Helper must also be wearing the company uniform

## **Contract Agreement rate:**

### **Part Commission**

|           |      |
|-----------|------|
| Alone     | 30 % |
| With Tech | 0 %  |

### Service and Repair Commission:

|           | Booking Comm | Upsales commission |
|-----------|--------------|--------------------|
| Alone     | 25 %         | 25 %               |
| With Tech | 13 %         | 13 %               |

### Installer and Appliance Commission:

|           | Installation Labour | Appliance Sale On Labour |
|-----------|---------------------|--------------------------|
| Alone     | 0 %                 | 10 %                     |
| With Tech | 0 %                 | 5 %                      |

### Tech Booking For Others Commission

|           | Jobs |
|-----------|------|
| Alone     | 10 % |
| With Tech | 5 %  |

### Others Pay Methods and Deductions

|           | Time Comm | Per Job | Driving Redo | Redo Penalty |
|-----------|-----------|---------|--------------|--------------|
| Alone     | 0 %       | 0 %     | 0 %          | 0 %          |
| With Tech | 0 %       | 0 %     | 0 %          | 0 %          |

Working with Ali: \_\_\_\_\_/hr.

### Estimate Commission Terms:

- If you give an estimate and close it yourself at the location - Company will give full **100%** commission and paid
- If customer requires something and do not make a proper note or you do not give an estimate on site or fail to inform the office, you will get **0%** commission if the customer calls in to book. The tools for sending an estimate to the customer is on the ACE system
- If the client calls into book the installation and the office closes the deal. The tech will receive 50% commission.
- A 90 day ownership of the estimate will apply from the day of estimate visit. If the customer books after the 90 day period, the Tech will receive **0%** commission

e) if you call the office and ask the office to send an estimate because the prices are not there in the system and the customer calls in to book you will receive **100%** commission

## Increments

| Time          | Review Date | Service & Sales on Installation |            | Sales on                        |
|---------------|-------------|---------------------------------|------------|---------------------------------|
|               |             | Service Commission              | Commission | Appliances Commission on Labour |
| Months 0-3    |             | 20%                             | 20%        | 7%                              |
| Months 4-6    |             | 22%                             | 22%        | 7.5%                            |
| Months 7-9    |             | 23%                             | 23%        | 8%                              |
| Months 10-12  |             | 24%                             | 24%        | 9%                              |
| After 1 year+ |             | 25% + bonus + Medical           | 25%        | 10%                             |

## 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 |

## Qualification

### Residential:

|                   | Service | Repair | Installation |
|-------------------|---------|--------|--------------|
| Ductless System   |         |        |              |
| Ac                |         |        |              |
| Boiler            |         |        |              |
| Furnace           |         |        |              |
| Hot Water Tank    |         |        |              |
| Tankless          |         |        |              |
| Fireplace         |         |        |              |
| Air Duct Cleaning |         |        |              |

### Commercial:

|                   | Service | Repair | Installation |
|-------------------|---------|--------|--------------|
| Roof Top          |         |        |              |
| Sheet Metal Work  |         |        |              |
| Water Source Heat |         |        |              |
| Pump              |         |        |              |
| Estimate          |         |        |              |

## 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 and/or truck or any incident must be reported to the office
- After the completing every job, make sure you will charge the customer through your card terminal or call the office to charge the customer.
- If customer pays cash, fill out the cash receipt form and hand over to office at earliest.
- Never book a client in for another service without informing the office
- In case of troubleshooting, if not sure of the job do not make false claims and/or promises to the customer. Call the office or technical support for advice.
- To avoid complaints, do a final inspection and review the completed job with the customer
- In emergency situations if the office is closed, the technician will oversee their own schedule for that day is responsible to complete their jobs on time.

#### II.

- You must always wear uniform and present yourself in a very friendly and professional manner when in the presence of the customer
- Always use company prices
- Do not give the customer your personal information, such as your phone number or make recommendations to have the customer use your own company
- 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)
- For any job that has been cancelled upon arrival at a job site, do not leave without the office's permission
- 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
- If you are scheduled to do someone else's redo you will be compensated by the office (this will be considered a minimum service call)



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:**