

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this

BETWEEN:

10637068 Canada Ltd. o/a euroPRODUCTIONS Entertainment Services
of 179 Prestwick Drive SE, Calgary, AB T2Z 4E2
(the "Client")

- AND -

_____ of _____
(the "Contractor")

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Provide DJ Services; and
 - the Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

2. The term of this Agreement (the "Term") will begin on _____ (the "Start Date") and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
3. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

Performance

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect, including making themselves available for eighty (80) percent of the shows that are assigned to them.

Training

5. The Client will undertake to provide to the Contractor DJ lessons, for equivalent on-the-job training and job shadowing.

Availability

6. The Contractor will agree to making themselves available during the busy season of the year, including the following:
 - o March 17;
 - o Weekends from May 1 – Aug 31;
 - o Weekend from Nov 7 – Dec 22;
 - o Weekend leading up to and including Halloween; and
 - o December 31.

There may be some dates during the summer busy season and winter busy season that we will require the Contractor to be available.

Contractor Initials

Compensation

7. The Contractor will charge the Client for the Services at the rate of \$25.00 per hour (the "Compensation") to start. Amendments to the rate will be agreed to between the Contractor and the Client from time to time. The Contractor is responsible for invoicing the Client.
8. The Client will be invoiced every two weeks and will be paid by e-transfer before the 15th and the 30th of each month.
9. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Benefits

10. The Client will provide to the Contractor a benefits program, to which they may make a voluntary application to participate based on the following criteria:

- After a three-month probationary period from the Start Date and completing 80% of a minimum six (6) shows per month required, the Contractor will be eligible for compensation of 50% of the Basic **Single** Benefits plan (see Benefits Schedule for details) covered by the Client and the remaining 50% monthly payment to be taken from the Contractor’s pay.
- After one (1) year from the Start Date and completing 80% of a minimum eight (8) shows per month required, the Contractor will be eligible for compensation of 100% of the Basic **Single** Benefits plan (see Benefits Schedule for details) covered by the Client OR 50% of Comprehensive Single and the remaining 50% monthly payment to be taken from the Contractor’s pay.
- After one (1) year from the Start Date and completing 80% of a minimum ten (10) shows per month required, the Contractor will be eligible for compensation of 100% of the Basic **Family** Benefits plan (see Benefits Schedule for details) covered by the Client OR 50% of Comprehensive Family and the remaining 50% monthly payment to be taken from the Contractor’s pay.
- After three (3) years from the Start Date and completing 80% of a minimum ten (10) shows per month required, the Contractor will be eligible for compensation of 100% of the Comprehensive **Single** Benefits plan (see Benefits Schedule for details) covered by the Client.
- After three (3) years from the Start Date and completing 80% of a minimum twelve (12) shows per month required, the Contractor will be eligible for compensation of 100% of the Comprehensive **Family** Benefits plan (see Benefits Schedule for details) covered by the Client.

I will not require benefits
Contractor Initials

I will accept benefits
Contractor Initials

Reimbursement of Expenses

11. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.

12. All expenses must be pre-approved by the Client.

Confidentiality

13. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
14. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

Ownership of Intellectual Property

15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
16. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

17. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, hard drives, laptops, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

○ **Client:**

Name: 10637068 Canada Ltd., o/a euroPRODUCTIONS Entertainment Services

Address: 179 Prestwick Drive SE, Calgary, AB T2Z 4E2

Email: admin@europroductions.ca

○

○ **Contractor:**

Name: _____

Address: _____

SIN: _____

Email: _____

or to such other address as either Party may from time to time notify the other.

Indemnification

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Additional Clause

21. Liability Insurance will be provided for by the Client in case of equipment damage or injury during a performance.

Governing Law

22. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____.

10637068 Canada Ltd.

Per: _____

Amanda Bustard – Owner / Operator

_____(Contractor)



COVERAGE OVERVIEW

	Standard Plan	Comprehensive Plan
Dental	50% up to \$400/year (Basic, Preventative and Major)	<ul style="list-style-type: none"> • 60% Basic • 60% Preventative • 60% Major • \$800/year (years 1, 2) • \$1,250/year (subsequent years)
Prescription Drugs (For QC residents the requirements of RAMQ apply)	70% up to \$400/year	<ul style="list-style-type: none"> • 70% up to \$1,000/year (year 1) • \$2,000/year (year 2) • \$3,000/year (subsequent years)
Hospital	<ul style="list-style-type: none"> • Semi-private • 70% first 5 days • 100% thereafter • \$150/day 	<ul style="list-style-type: none"> • Semi-private • 70% first 5 days • 100% thereafter • No per day maximum
Medical Supplies & Assistive Devices	70% up to \$2,500/year combined with Private Duty Nursing	70% of eligible expenses
Accidental Dental	70% of eligible expenses	70% of eligible expenses
Private Duty Nursing	70% up to \$2,500/year combined with Medical Devices	70% up to \$2,500/year
Paramedical Care (Acupuncturist, Registered Massage Therapist, Chiropractor & more)	<ul style="list-style-type: none"> • 70% up to \$25/visit • \$350/year combined with Vision Care 	<ul style="list-style-type: none"> • 70% up to \$45/visit • \$500/year (years 1, 2) • \$750/year (subsequent years) combined with Vision Care
Vision Care (Prescription Eyeglasses, Eye Exam)	\$150 every 2 years combined with Paramedical Care (prescription eyeglasses and eye exam combined)	70% up to \$325 every 2 years combined with Paramedical Care (prescription eyeglasses and eye exam combined)
Speech Therapist/Audiologist	Included in Paramedical Care	70% up to \$750/year
Home Care	Not included	\$30/day for 30 days
Ambulance	<ul style="list-style-type: none"> • 70% up to \$4,000/year for air • In-province only (ground) • Out-of-province claims covered by Travel Emergency Medical policy 	<ul style="list-style-type: none"> • 70% up to \$4,000/year for air • In-province only (ground) • Out-of-province claims covered by Travel Emergency Medical policy
Orthotics	Not included	70% up to \$150/year
Physiotherapist	Included in Paramedical Care	70% up to \$750/year
Hearing Aids	<ul style="list-style-type: none"> • 70% up to \$500 every 4 years (adult) • \$500 every 2 years (child) 	<ul style="list-style-type: none"> • 70% up to \$500 every 4 years (adult) • \$500 every 2 years (child)
Life Insurance	<ul style="list-style-type: none"> • \$10,000 (under age 65) • \$5,000 (ages 65 to 75) 	<ul style="list-style-type: none"> • \$10,000 (under age 65) • \$5,000 (ages 65 to 75)
Travel Emergency Medical Insurance	<ul style="list-style-type: none"> • 100% up to \$1 million for trips up to 60 days in duration (30 days for those 80-84 years old) • Unlimited trips 	<ul style="list-style-type: none"> • 100% up to \$1 million for trips up to 60 days in duration (30 days for those 80-84 years old) • Unlimited trips
Accidental Death & Dismemberment (AD&D)	<ul style="list-style-type: none"> • \$10,000 (under age 65) • \$5,000 (ages 65 to 69) 	<ul style="list-style-type: none"> • \$20,000 (under age 65) • \$10,000 (ages 65 to 69)
Member & Family Assistance Program	Included	Included

This information is a summary only. Please review our Policy Summary Pages available upon application or request. Detailed coverage information also available at aeplan.ca/guest.

The Arts & Entertainment Plan® is a service of AFBS, a not-for-profit insurer.

