



Service Agreement

The following agreement is intended to set expectations and define the parameters in which our company will engage in a professional relationship with our clients. Using straight forward terminology, we will deliver on our promises and your expectations as defined in the *Service Agreement*, and in turn, we have outlined the expectations that we have of our clients to avoid misunderstandings, delays, and/or surprise added costs.

This agreement entails the following index of topics.

- Lead Contractor:
- Access and Safety:
- Traps and Hazards:
- Pets and Animals:
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- Product and Material:
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- Scheduling:
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- Termination of Services by Owner and/or Hiring Party.
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- Contingency:
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*In the event of any discrepancies between the General Terms & Conditions or Service Agreement from our website (or any other source) and this Specific Service Agreement, the provisions of this Specific Service Agreement shall prevail.

With acceptance of our quote and issuance of contracted work, it is understood that an authorized representative of the hiring party has read and accepted the terms outlined in the 20 points of this agreement.



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Definitions

American National Standards Institute: (ANSI) The American National Standards Institute is a private non-profit organization that oversees the development of voluntary consensus standards for products, services, processes, systems, and personnel in the United States

Anteroom: is a transition space between common areas and patient areas. It is an important part of any patient isolation solution because it provides separation between a potentially contaminated area and the "clean" area.

Certificate of Insurance: A certificate of insurance is a document used to provide information on specific insurance coverage. The certificate provides verification of the insurance and usually contains information on types and limits of coverage, insurance company, policy number, named insured, and the policies' effective periods.

Commercial Construction: Is trade work carried out in areas intended for commerce.

Construction & Demolition Debris: Materials resulting from the alteration, construction, destruction, rehabilitation, or repair of any manmade physical structure including houses, buildings, industrial or commercial facilities, and roadways.

Contingency Fund: A reserve of money set aside to cover possible unforeseen future expenses.

Contingency Plan: A plan designed to take a possible future event or circumstance into account.

Contractor: A person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

CSA: Canadian Standards Association is a standards organization which develops standards in 57 areas. CSA Group publishes standards in print and electronic form and provides training and advisory services.

Customary Tolerances of the Construction industry means tolerances common and expected in the construction industry.

Demolition: The action or process of demolishing or being demolished, either in part or in whole of a permanent or temporary structure. To tear down or dismantle anything from high-rise apartment buildings, to bridges, or factories, or portions of therein.

Equipment: For the purpose of this document, equipment implies hand tools, power tools, tool storage containers, compressors, pneumatic devices, hydraulic devices, battery operated devices, lights, pumps, sprayers, trays, scrapers, brushes, cutting and trimming devices, security devices, monitoring devices, locking devices, ropes, chains, tiedowns, bungee cords, ladders, scaffolds, scissor lift, sky-jacks, vehicles, and cargo trailers or towing devices; and any of the aforementioned combined accessories.



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ESA: Electrical Safety Authority mission is to improve electrical safety for the well-being of the people of Ontario. The Electrical Safety Authority (ESA) is an administrative authority mandated by the Government of Ontario to enhance public electrical safety in the province.

General Contractor: The general contractor is a manager and possibly a tradesman that is employed by the client on the advice of the architect, engineer or the client him/herself if acting as the manager. A general contractor is responsible for the overall coordination of a project.

General Liability Insurance: or GL, is a fundamental part of construction insurance. It could provide protection against lawsuits and other financial liabilities that result from things like accidents or other mishaps.

Hiring Party: The term hiring party for the purpose of this agreement will imply the property owner, general contractor or other person(s) or entity authorized by the property owner.

Hoarding: (or Anteroom) A temporary wooden fence, wall or other enclosure around a building, structure or work area that is under construction or repair; for the purpose of separating the work area from the common area.

Hospital Anteroom: is a transition space between common areas and patient areas. It is an important part of any patient isolation solution because it provides separation between a potentially contaminated area and the "clean" area.

Industrial Construction: Is trade work carried out in areas intended for manufacturing.

Lead Contractor: A responsibility assigned to either the property owner, general contractor or other person(s) (or entity authorized by the property owner) to be responsible for and to coordinate the entirety of the project. (If a lead contractor is not established in writing, the property owner is the lead contractor by default.)

Material: For the purpose of this document, material(s) will imply building material, which is any material which is used for construction purposes.

MOL: The Ministry of Labour and its agencies are responsible for employment equity and rights, occupational health and safety, and labour relations in Ontario.

Muster Point: is a designated place or an area where all employees, passengers, or a large crowd assemble in case of an emergency in an installation, building, public place or a watercraft. It is also known as an emergency assembly point (EAP), or, simply, assembly point.

OHSA: Occupational Health and Safety Act. The main purpose of the Act is to protect workers from health and safety hazards on the job. It sets out duties for all workplace parties and rights for workers. It establishes procedures for dealing with workplace hazards and provides for enforcement of the law where compliance has not been achieved voluntarily.

Personal Protection Equipment: (PPE) Refers to protective clothing, helmets, hard-hats, goggles, or other garments or equipment designed to protect the wearer's body from injury or infection.



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Residential Construction: Is trade work carried out in living space.

Schedule Definitions:

Weekday: Monday to Friday 8am to 6pm

Weekend: Friday 6pm to Monday 8am

Afterhours: Monday to Thursday 6pm to 8am

Holidays: New Years Eve/Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Eve/Day, Boxing Day

Subcontractor: A person or company that carries out work for another company as part of a larger project.

SGS: Is a multinational company headquartered in Geneva, Switzerland which provides inspection, verification, testing and certification services.

TSSA: Technical Standards and Safety Authority promotes and enforces public safety.

TÜV Rheinland: Is a company that has its headquarters in Germany. The company focuses on certification, inspection and safety and is active in the engineering sector.

Typical Personal Protection Equipment: (PPE)

- Green Triangle Class 1 - 6" leather Lace-up Safety Boots,
- Type 1 Class G Hard-Hat,
- CSA Z94.3 and ANSI Z87 Safety Glasses,
- Multi-Purpose Leather Cowhide Basic Work Gloves.

Non-Typical Personal Protection Equipment: (PPE) is any requirement that exceeds the above typical PPE.

UL: Is a global safety consulting and certification company headquartered in Northbrook, Illinois.

VOCs: Volatile organic compounds are organic chemicals that have a high vapor pressure at ordinary room temperature. VOCs are numerous, varied, and ubiquitous. They include both human-made and naturally occurring chemical compounds. Most scents or odors are of VOCs

WSIB: Workplace Safety and Insurance Board. It used to be called the Workers Compensation Board. Injured workers are compensated by the WSIB on a "No Fault" basis. This means that compensation is paid no matter who is at fault, the employer, the employee or someone else.

WSIB Clearance Certificate: The WSIB issues a clearance certificate (clearance) to relieve a principal of liability for payment obligations to the WSIB that a contractor or sub-contractor may incur with respect to a contract entered into between the principal and the contractor or subcontractor during the validity period of the clearance.



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1. Lead Contractor:

The hiring party, unless otherwise specified in writing, will assume the role as lead contractor; and all conditions, responsibilities, and entitlements pertaining to the role of lead contractor.

2. Access and Safety:

The hiring party must provide a clean and safe right-of-passage to conduct the agreed contracted work. Any delay on the part of the client and/or hiring party in regard to passage or communication may result in an hourly surcharge.

APEX ON'SITE* reserves the right to refuse to carry out any work that is deemed to be unsafe or may create an unsafe environment. This will include, but not limited to, confined areas and/or an environment that is exposed to toxins such as Asbestos, Mold, harmful Fumes/Gasses, and Compromised Structural Integrity.

APEX ON'SITE WILL REFUSE to carry out any work that is in contradiction to National Building Code, the Technical Standards & Safety Authority, and/or the Canadian Electrical Code.

APEX ON'SITE reserves the right to cease work, in an unsafe work environment as a result of the conduct and/or behavior of other contractors, the tenants, the property management/owners, animals or other entities that may have access to the property where the contracted work is to be completed.

*The hiring party must provide a clean and safe work area, free of clutter and debris. The hiring party must make arrangements to have the room/area cleared and free of debris where the contracted work is to be carried out, so that we can commence work immediately and complete our task within a timely fashion.

*Painting: For a rapid and quality finish, we require that the room/area that is being painted, to be completely cleared of all furniture and wall mounted items upon our arrival; and ready for us commence work without delay. (We require four feet of clearance from the surface that is to be painted) The hiring party will assume responsibility of clearing the work area and replacement of these items unless otherwise stated in the written proposal.

APEX ON'SITE is not in the business of moving and storing personal items, including but not limited to, furniture, portraits, art, etc. APEX ON'SITE will not be responsible for any damage(s) to any personal items.

The hiring party will be responsible for clearing and cleaning the room and providing sufficient and safe storage of the room contents prior to project commencement. If APEX ON'SITE or our crew (are) required to move any personal items, the hiring party will be charged an additional fee, respective to our hourly rates, and will apply accordingly to the amount of crew members on site.



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***Equipment:** Our crew holds a variety of certifications, including “*Working at Heights Certification*”. This qualifies us to use ladders, scaffolding and Sky-Jacks. In accepting this Quote with the terms attached, the hiring party acknowledges the dangers involved with working at heights and will refrain from using our tools and mounting our ladders, scaffolds, or any other devices we may use.

The hiring party acknowledges that the equipment, material, tools and vehicle(s) that we bring to the job site, are for the use of APEX ON'SITE and our crew only, and at no time will anyone else be permitted to use any of our vehicles, tools or equipment, or allow any other person(s) access to our equipment. The hiring party will be responsible for any, and all injuries, damages or loss of wages with non-compliance to these guidelines.

*Use of the utility/laundry sink (and water source) will be required to clean our equipment and tools at the end of painting a specific room/area.

*In the event where we must access public property to carry out the contracted work, the municipality may require additional permit(s) and a significant security deposit. The hiring party will be responsible for the deposit.

Specialty items requested by the hiring party that is not listed as part of the original scope of the quote will require an additional fee respective to the cost of product and labor.

3. Traps and Hazards:

The hiring party is responsible for informing us of all hazards that are on the premises. The term “hazard”, for the purpose of the following paragraph, will imply to hazards that are unusual and non-typical of a residential property, whether knowingly or unknowingly present by the hiring party. (i.e. including, but not limited to, poisonous plants, animal traps, chemicals, or any device intentionally or unintentionally designed to cause harm to people, animals or things; or failure to maintain reasonable upkeep to the property)

*The hiring party will be responsible in whole for any damage to our tools and/or equipment caused by any non-typical hazards on the premises where the contracted work is being carried out.

*The hiring party will be responsible in whole for any fees, loss of wages, or inconvenience incurred as a result of an injury to any of our crew by any non-typical hazard on the premises while contracted work is being carried out on said premises.



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4. Pets and Animals:

The hiring party is responsible for informing us of all animals that are on the premises. The hiring party must insure that animals on the property will not pose injury, threat, inconvenience or interference to our crew.

*Animals will not receive any attention or care from APEX ON'SITE and our crew, and at no time shall any animals be left in our care.

*The hiring party will be responsible in whole, for any damage to our tools, equipment and/or vehicle(s) caused by any animal(s) on the premises where the contracted work is being carried out.

*The hiring party will be responsible in whole for any fees, loss of wages, or inconvenience incurred as a result of an injury to any of our crew by any animal(s) on the premises while contracted work is being carried out on said premises.

5. Children:

The hiring party is responsible for all children that are on the premises. The hiring party must insure that children will be monitored at all times.

*Children will not receive any attention or care from APEX ON'SITE and our crew, and at no time shall any child be left in our care.

*The hiring party will be responsible in whole for any damage to our tools and/or equipment caused by any child on the premises where the contracted work is being carried out.

*The hiring party will be responsible in whole for any fees, loss of wages, or inconvenience incurred as a result of an injury to any of our crew by any children on the premises while contracted work is being carried out on said premises.

*The above stipulations in whole, will hold true to mentally compromised person(s) who require supervision and who access the premises where the contracted work is to be carried out.

6. Product and Material:

At APEX ON'SITE, the material we use is a direct reflection of our workmanship and of the overall quality of the end result. For this reason, we will not use subpar products, old left-over products or products not meeting CSA accreditation.

*If a product or service is not listed in the APEX ON'SITE quote, it is not to be assumed that it is included in the scope of the project.

*In the term(s) Basic, Basic Installation, or Basic material; implies, at the discretion of the contractor, the minimum grade and/or entry level material and/or labor. The term "Basic" does not imply a lack of quality where safety and minimum code requirements are concerned.



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7. Paint Product: APEX ON'SITE uses Sherwin Williams low or zero VOCs high-end acrylic paint, paint primer, primer sealer, and epoxy paint products.

*In some instances, a product other than Sherwin Williams may be used, as long as it satisfies our quality requirements.

We will not use product that has been opened, or stored for more than 3 months, or stored in an environment that has not been maintained between 5 and 30 degrees Celsius.

We will not use recycled product(s), department store product(s), or any product that may underperform or be deemed unsafe.

Cheap paints use pigments like clay and silica which are much larger particles than titanium dioxide which is used in the higher quality paints. The clay and silica found in the cheaper paints will shorten the life of our equipment.

8. Billing Structure:

Billing will be established by-the-project. A written quote of the final estimate will include a detailed overview of what products and/or services are included in the proposal.

*Additional charges may apply if changes are requested beyond the parameters of the agreed scope of the project quote, or if the contracted work has been delayed by the hiring party as a result of the hiring party and/or their partners, either hired, contracted or sub-contracted.

Deposit and Payments:

For large jobs: Payment will be required in four installments.

1. A 25% deposit of the total cost of the paint product and labor will be due one week, (five business days) prior to commencement.
2. 2nd installment of 25% of the total cost of the paint product and labor will be due at the end of the 2nd week.
3. 3rd installment of 25% of the total cost of the paint product and labor will be due at the end of the 3rd week.
4. Final payment is due upon completion.

For medium sized jobs: Payments will be required in two installments.

1. 50% deposit of the total cost of the paint product and labor will be due one week, (five business days) prior to commencement.
2. The remaining 50% will be due upon completion.

For small one day jobs:

100% deposit of the total cost of paint and labor will be due prior to commencement.

*The deposit and payment process may be modified and customized to specific site situations if multiple trades are involved and/or costly material is required to be purchased.



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9. Interim Charge Caps:

Specific to Material(s): A \$500 interim cap will be applied to all outstanding debt the client can carry with APEX ON'SITE.

When the outstanding balance of the material purchased exceeds the \$500 interim cap on said project, we will request an interim payment to bring it under the cap to avoid work suspension.

Hourly Rate:

Weekday Hourly Cost - \$68.75/hr per crew person on site.

Weekend and Holiday Hourly Cost - \$98/hr per crew member on site.

(8 hour per crew member minimum Weekend/Holiday)

(Unless otherwise specified in the written quote, all contracted work carried out on the weekend and holidays at the request of the hiring party, will incur an hourly cost at the scheduled rate in addition to the original quote)

*Specialty items requested by the hiring party that is not listed as part of the original scope in the submitted quote will require an additional fee, and will be subject to the interim cap policy.

*Installations fees can be found on our website.

10. Late Payment:

Payment must be submitted within a 5-day grace period of the final invoice date. Failure to submit payment within the grace period will result in a 5% surcharge on the outstanding balance per calendar month.

11. Quote Expiration:

All quotes issued are honored throughout the project, as long as the project commences within 30 days of the issuance of the quote.

The quote may or may not change if the client chooses to retain our services more than 30 days after the original quote had been submitted.

12. Scheduling:

At APEX ON'SITE, we work a Monday to Friday schedule, not exceeding the hours 8am to 6pm under normal circumstances.

If the hiring party requires that our crew works outside of our normal scheduled hours, charges respective to the hourly fee schedule will apply.



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Weekend and Holiday work may be scheduled with advanced notice and a premium surcharge, however, APEX ON'SITE reserves the right to refuse any work during the weekend or holidays or after-hours.

*Noise disturbances must be taken into consideration for neighboring tenants.

*In most jurisdictions, contractors working with power tools, or noise-making tools are forbidden on Sundays.

*Commercial-Industrial - APEX ON'SITE reserves the right to invoice for lost time. If the APEX ON'SITE crew are scheduled to be on site at a specific date and time, however, are delayed from commencing the contracted work at the scheduled time by the fault of the hiring party, the general contractor, or any of their subsidiaries; the hiring party will be billed at the scheduled hourly rate.

Billing will commence from the scheduled start time to the actual start time to compensate for lost time. If no work is initiated on that scheduled day, or our crew is sent offsite due to site conditions, the hiring party will be billed for a full 8-hour day for each crew member onsite. The hourly surcharge shall not exceed 8 hrs in a given work day.

13. E-Mail Communication.

In connection with this engagement, APEX ON'SITE may communicate with the hiring party via email transmission.

As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and to only such parties, APEX ON'SITE cannot guarantee or warrant that emails from APEX ON'SITE will be properly delivered and read only by the addressee.

Therefore, APEX ON'SITE specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by APEX ON'SITE in connection with the performance of this engagement.

With respect to any claim asserted by the Owner, it is understood and agreed upon that there is no right to recover or request compensation for: incidental, indirect, special, consequential, secondary, or punitive damages; loss of use; diminution in value; rental costs; moving costs; delay in occupancy; construction, mortgage, loan, or line of credit interest charges; mortgage interest rate increases; lost profits, or income; medical costs; damages for mental distress, aggravation, personal injury; or pain and suffering, or disclosure or communication of confidential or proprietary information.



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14. Disposal.

APEX ON'SITE will be responsible for materials brought to the work-site by our company and crew. We will leave the site free of our debris, such as empty paint cans, cardboard containers, and wooden crates brought by us.

Disposal of pre-existing material(s), and/or material that are produced by a party other than APEX ON'SITE will result in a minimum surcharge of \$150 (plus weight and the hourly rate for each crew member in that unit from the time the first piece is loaded on our truck, to when the last piece has been removed).

[a \$250 deposit will be required.]

* APEX ON'SITE WILL NOT take possession or handle any material AT ANY TIME, that is considered hazardous, or that may pose a possibility of being hazardous.

15. Termination of Services by Owner and/or Hiring Party.

The hiring party may, at their discretion, terminate the contracted service at any time. The hiring party will responsible for payment of all material(s) and labor rendered up until the point of termination, and will be subject to the Billing and Late Payment policy.

The hiring party understands and agrees that any and all warranties shall be null and void and APEX ON'SITE shall not be liable for any damages or expenses, if the service contract is terminated by the hiring party prior to completion.

16. Termination of Services by Apex Installations & Renos Inc.

In the unlikely event that APEX ON'SITE should terminate services; however, reserves the right to do so, due to professional differences, intimidation, harassment, and/or unsafe working conditions. The hiring party will be responsible for payment of all material(s) and labor rendered up until the point of termination, and will be subject to the Billing and Late Payment policy.

The hiring party understands and agrees that any and all warranty shall be null and void and Apex Installations & Renos Inc shall not be liable for any damages or expenses, if the service contract is terminated prior to completion due to intimidation, harassment, or unsafe working conditions.

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17. Contingency Plan:

Through the process of every medium to large scale project, there may arise unforeseen issues that may require further attention and cost.

The hiring party should set aside a 10% to 15% contingency fund to account for such setbacks. Failure to do so may result in delayed completion, or in some cases, non-completion.

Apex Installations & Renos Inc, will not assume financial responsibility for such issues.

*Some small-scale projects may be impacted by unforeseen issues as well.

18. Judicial Remedy:

With respect to any claim asserted by the Owner, it is understood and agreed upon that there is no right to recover or request compensation for: incidental, indirect, special, consequential, secondary, or punitive damages; loss of use; diminution in value; rental costs; moving costs; delay in occupancy; construction, mortgage, loan, or line of credit interest charges; mortgage interest rate increases; lost profits, or income; medical costs; damages for mental distress, aggravation, personal injury; or pain and suffering.

19. Warranty:

All work rendered by APEX ON'SITE and its crew and subtrades, will carry a limited one-year conditional warranty against faulty craftsmanship.



See our *Warranty* document for full coverage and conditions.

20. Payments:

Please make all cheques payable to **Apex Installations & Renos Inc.**

All e-transfers are to be forwarded to ApexAirInc@Outlook.com

*Note - We will accept all major credit cards with a 5% surcharge.

Footnote:

*APEX ON'SITE & APEX PAINT are owned by APEX INSTALLATIONS & RENOS INC