

## TERMS & CONDITIONS FOR SERVICES PERFORMED AT SCIENCE NORTH

The terms and conditions noted herein govern the work of companies (the "Contractor") contracted to perform services on the Science North and/or Dynamic Earth sites (collectively "Science North"), and form part of the purchase order or contract issued to Contractor detailing said services.

- For the duration of the assignment, Contractor will be responsible to the Science North representative designated on the Purchase Order. Approvals must be obtained from him/her, or other such representative as designated by Science North. The Science North representative must be advised on a regular basis of all progress on the work.
- No material or equipment required to perform the services shall be stored in or about the Science North site except in the storage rooms provided, if any. Contractor will provide security of and will ensure its own property is properly cared for while at Science North.
- Contractor will ensure that only licensed and/or qualified workers as the case may be, conduct the work as required by federal, provincial or municipal authority and that the highest standards of safety be employed at all times in the preparation, set-up, supervision and execution of the work and clean-up of the site, recognizing that visitor safety is Science North's paramount priority. Contractor will assume complete control and responsibility for the work area from the time of initial set-up to completion of the work, controlling access to the area at all times.
- Contractor shall not cause or permit any lien, attachment or other encumbrance to be placed on file or to remain on file in any public office or on file with Science North against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.
- Contractor shall maintain a clean and safe worksite at all times. Contractor will remove all of its equipment, property and remaining debris from the site immediately following completion of work, unless arranged for otherwise in advance with the Science North representative. All on site work activities will be coordinated through the Science North representative. All on site work, deliveries and removals shall be undertaken with consideration to minimize negative impacts on any other users of the site.
- The finished work must be attractive in appearance, manufactured to high quality, sturdy and sound, and have appropriately smooth finishes for safety of users.

Contractor will carry out and complete the work with due diligence and in an economical and business-like manner, using the highest level of workmanship.

- This Contract is a contract for services only and nothing in it or done pursuant to it is to be construed as constituting any agency, partnership, joint venture or employment between Contractor and Science North.
- Contractor shall warrant all work for one year from final acceptance of installation on a labour and materials basis against any defect in materials or workmanship except for regular wear and tear. Repairs and/or replacements shall be made at no cost to Science North.
- Contractor shall at all times comply with any and all applicable federal, provincial and municipal laws, statutes, and regulations in respect of the performance of this agreement and will obtain at its own expense all licenses from public authorities, which may be required in connection with the services.
- Contractor shall maintain itself in good standing with the Workplace Safety and Insurance Board and provide to Science North a certificate evidencing this coverage prior to commencement of work.
- The Contractor shall at all times save harmless and fully indemnify Science North, its officers, employees, agents, successors and assigns from and against all costs, claims, losses, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Contractor, and any performance or nonperformance (in whole or in part) of the Contractor's obligations under this Purchase Order.
- Contractor shall not assign this agreement, nor any part thereof, without the prior written approval of Science North.