**insert contract number**

These Articles of Agreement are made as of the **insert day** of **insert month**, **insert year**

between

**His Majesty the King in right of Canada, as represented by the insert Chief of the Defence Staff or Base/Wing/Unit Commander in his/her/their Non-Public Property capacity through**

**Insert Canadian Forces Morale and Welfare Services or
Canadian Forces Base/Wing/Unit name as appropriate**

(referred to in the contract as the **“Air Show Host”**)

and

**Insert name**

**Title and legal status**

**Full current mailing address**
**Full current mailing address**

(referred to in the contract as the **“Contractor”**)

The Air Show Host and the Contractor agree as follows:

1. **Contract**
	1. The following documents and any amendments relating thereto form the contract between the Air Show Host and the Contractor:

		1. these Articles of Agreement;
		2. Annex "B" entitled "[General Conditions Standard V. Mar 24](https://cfmws.ca/about-us/policies-and-publications/procurement-and-contracting/general-conditions);
		3. the Statement of Work at Annex “A” ; and,
		4. add more, if necessary. (Remove this line if not needed.)
	2. In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.
2. **Compliance with Applicable Laws**

This contract shall be governed by and construed in accordance with the laws in force in the province of **insert province name**.

1. **Security – Unclassified**

This requirement is Unclassified and no classified information is involved.

1. **Date of Completion of Work and Description of Work**

The Contractor shall between **insert day** of **insert month**, **insert year** and **insert day** of **insert month**, **insert year** perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work at Annex A.

1. **Contractor’s Duties and Obligations**

The Contractor will provide the specified services to the Air Show Host in a diligent, efficient, and professional manner. In providing the services, the Contractor understands and agrees to:

* + 1. comply with all rules and regulations governing the use of both Non-public property and DND property, facilities and equipment;
		2. comply with all rules, regulations, and signs dealing with access to Non-public property and all facilities included thereon;
		3. comply with all rules and regulations applicable to the contract;
		4. be solely responsible for the payment of any and all taxes and other statutory deductions or payments applicable; and
		5. deal with the public in a friendly, courteous and professional manner.
1. **Contract Amount**
	1. Subject to the terms and conditions of this contract and in consideration for the performance of the work, the Air Show Host shall pay to the Contractor:
	2. A sum not to exceed **insert amount** **per annual year/contract term/applicable period**, plus the applicable Goods and Services Tax (GST)/Harmonized Sales Tax (HST), for a period of **xx** **days/months/year(s)/terms** for a total of **insert amount** pursuant to this contract. (delete the highlighted portion if not applicable.)**NOTE: The total $ amount in 6.2 must equal the total $ amount in #8.**
	3. No increase in the total liability of the Air Show Host or in the price of the Work resulting from any design changes, modifications or interpretations of the specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of NPP to be exceeded without the prior written approval of the Contracting Authority. The Contractor shall notify the Contracting Authority in writing as to the adequacy of this sum when:
		1. it is 75 percent committed, or
		2. if the Contractor considers that the funds provided are inadequate for the completion of the Work,

whichever comes first.

* 1. In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase the Air Show Host liability.
1. **For Non-Residents of Canada**

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, The Air Show Host must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

1. **Method of Payment**

The Contractor shall be paid an all-inclusive fee for its services rendered on the following basis:

performance fee of $ 0,000.00 CDN plus travel/mileage fees of $ 0,000.00 CDN for a total of $ 0,000.00 CDN .

OR

performance fee of $ 0,000.00 US, less the 15% tax withholding = $ 0,000.00 US (for Non-Residents of Canada) plus travel/mileage fees of $ 0,000.00 US for a total of $ 0,000.00 US.

OR

a deposit of 25% or $ 0,000 (insert CDN or US) is payable upon contract acceptance (cheque).

the balance due for services of $ 0,000.00 (insert CDN or US) is to be paid upon completion of services rendered to the Air Show Host, on dd/mm/yyyy.

**REMOVE NOT-APPLICABLE OPTION**

Payment by the Air Show Host to the Contractor for the work shall be made within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract.

Invoices are to be submitted to:

|  |  |
| --- | --- |
| Attention: | **insert name** |
| Address: | **insert address** |
|  | **insert address** |
|  | **insert address** |
|  | **insert address** |
| Tel: | **insert phone number** |
| Email: | **insert email** |

1. **Cancellation policy**
	1. In the event that the Contractor is unable to execute any performances whatsoever due to mechanical-, logistical- or personal-related incidents, all paid deposits in the amount of **$ 0,000.00 CDN or US** will be reimbursed to the Air Show Host and the Contractor will not be held liable for any further damages.
	2. In the event that the Contractor is unable to execute a portion of the agreed upon performances due to mechanical-, logistical- or personal-related incidents, a proportionate amount of the performance fee only shall be waived. Any applicable travel/mileage fees will still be payable to the Contractor in the full amount and the Contractor will not be held liable for any further damages.
	3. In the event that the Air Show Host provides written notice of cancellation at least sixty (60) days before the first show date, the Contractor shall only be paid the deposit in the amount of **$ 0,000.00 CDN or US**. If the Air Show Host provides notice later than sixty (60) days before the first show date but more than fourteen (14) days prior, the deposit and total performance fee (no travel/mileage fees) shall be paid in the amount of **$ 0,000.00 CDN or US**.
	4. In the event that the Air Show Host should cancel the event or Contractor performances once the Contractor has arrived at the event location, the full performance fee and any applicable travel/mileage fees in the amount of **$ 0,000.00 CDN or US** will be due and payable to the Contractor.
2. **Force Majeure**

If, on account of causes not due to the fault or negligence of either party, such as, but not limited to, national or military emergency, military operational necessity, disaster, terrorism, or an act of God, the Air Show is abandoned, cancelled, or prevented, neither party hereto shall be liable to the other for any expense incurred in connection with the Air Show except for deposits and fees paid.

1. **Status of the Contractor**

This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of the Air Show Host. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, or Income Tax.

1. **The Air Show Host Representative**

The Technical Authority named below is the representative of the Air Show Host for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

|  |
| --- |
| Technical Authority: |
| Title: | **insert title** |
| Name | **insert name** |
| Tel: | **insert phone number** |
| Email: | **insert email** |

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority

|  |
| --- |
| Contracting Authority: |
| Title: | **insert title** |
| Name | **insert name** |
| Tel: | **insert phone number** |
| Email: | **insert email** |

1. **Contractor Representative**

|  |
| --- |
|  |
| Title: | **insert title** |
| Name | **insert name** |
| Tel: | **insert phone number** |
| Email: | **insert email** |

1. **Insurance Requirements**
	1. The Contractor shall provide, at the Contractor sole cost and expense, proof, satisfactory to the Air Show Host of the following property and liability insurance no later than 30 calendar days prior to the event date:
		1. Comprehensive general liability insurance covering liability for personal injury, bodily injury, death and/or damage to the Property of others; and,
		2. Comprehensive insurance covering for loss or damage to the property of The Air Show Host.
	2. The insurance purchased by the Contractor shall:
		1. Have limits of not less than two million dollars ($2,000,000.00) in respect of any one (1) accident or occurrence; and,
		2. Name the Contractor and His Majesty the King in right of Canada as represented by Chief of Defence Staff in his Non-Public Property capacity as an Additional Insured as its interest may appear.
	3. Failure to provide proof of insurance as set out in 14.1 will constitute an event of default under the contract. The insurance requirements do not release the Contractor from or reduce its liability under the Contract.
2. **Personnel, Replacement of Personnel, Location of Work**

The Contractor shall provide the services of the persons named in the proposal and/or in the Statement of Work (unless the Contractor is unable to do so for reasons beyond the Contractor’s control), together with any additional persons necessary to perform the work and provide the services required under this Contract. Should the Contractor, at any time, be unable to provide the services of the named persons, the Contractor shall be responsible for providing replacements with at least the same level of skill and experience. In such cases the Contractor shall notify the the Air Show Host representative in writing and provide: (a) the reason for the removal of the named person from the project; (b) the name of the proposed replacement; (c) an outline of the skills and experience of the proposed replacement; and (d) an accepted security clearance certificate, if applicable. To the extent practicable, the notice shall be sent at least seven (7) days in advance of the date upon which the replacement is to commence work. Such replacements shall be subject to the written approval of the Air Show Host . the Air Show Host may order the removal of any personnel (whether or not named in the proposal or the Statement of Work) on reasonable grounds, and the Contractor shall immediately remove the person from the work and shall, in accordance with this section, secure a replacement. Subject to the foregoing, the Contractor is required to perform the work and provide the services in accordance with the terms of this Contract.

1. **Assignment and Novation**
	1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
	2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon the Air Show Host.
2. **Change of Control**

Contractor shall notify the Air Show Host prior to entering into a subcontract in connection with the work under this Contract, and prior to any merger, amalgamation, transfer of a controlling interest in Contractor or a sale of all or substantially all of Contractor’s assets. Contractor shall obtain the Air Show Host’s prior written consent to any such transaction. Contractor’s notice and request for consent shall include full particulars regarding the intended transaction, including information regarding whether the subcontractor, successor entity, entity acquiring a controlling interest in Contractor or entity purchasing all or substantially all of Contractor’s assets may be subject to the *USA Patriot Act*. In the event that Contractor fails to comply with this notice and consent requirement, the Air Show Host shall be entitled to terminate this Contract in accordance with Default by the Contractor – General Conditions Annex B section which can be found at [this link.](https://www.cafconnection.ca/National/About-Us/Our-Policies/Procurement-and-Contracting/General-Conditions.aspx)

1. **Certifications**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by the Air Show Host during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, the Air Show Host has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

1. **Compliance with on-site measures, standing orders, policies, and rules**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

1. **Dispute Resolution**
	1. If a dispute arises, regarding the interpretation and /or implementation of this Agreement, the Contracting Authority and the Contractor shall make every effort to resolve the dispute as soon as possible through consultation and negotiation in good faith and in a spirit of mutual cooperation.
	2. If the dispute is not resolved within five (5) business days, either party may elect to escalate the resolution of such dispute to a senior level contracting authority from each party who will promptly meet and confer in an effort to resolve the dispute. Any mutually agreed decisions of the senior level contracting authorities shall be final and binding on both parties.

(Use paras 21.3 and 21. 4 for contracts valued at more than $30,000.00 or based on the local decision. Potential mediation cost will be covered by a local budget. Contact your divisional contracting representative for more information. **For contracts valued at less than $30,000.00 remove the paras 21.3 and 21. 4.** Remove this message before finalizing the contract.)

* 1. In the event the senior level contracting authorities are unable to resolve any dispute within thirty (30) business days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by both parties within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold, delay or condition consent to the selection of a mediator. The costs of a mediator shall be shared equally but each party shall pay its own attorney’s fees.
	2. All communications and discussions in furtherance of the dispute resolution process shall be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential settlement negotiations that, with the exception of disclosure permitted to a party's auditors and legal advisors, are not subject to disclosure to any third party by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

This contract has been executed on behalf of the Contractor and on behalf of His Majesty the King in right of Canada, as represented by the **insert Chief of Defence Staff or Base/Wing/Unit Commander** in his Non-Public property capacity, by their duly authorized officers.

|  |  |
| --- | --- |
| **His Majesty the King in right of Canada, as represented by the insert Chief of Defence Staff or Base/Wing/Unit Commander in his Non-Public Property capacity through** | **If contractor is a corporation:** |
| **Insert Canadian Forces Morale and Welfare Services or Canadian Forces Base/Wing/Unit name as appropriate** | **insert name of corporation/partnership/sole proprietorship** |
|  | I have authority to bind the corporation/partnership/proprietorship |
| per: | per: |
| **Insert name and title of signing officer** | **Insert name and title of duly authorized signing officer** |
| **WITNESS** | **WITNESS** |
| Name: **Insert witness name**  | Name:  **Insert witness name**  |
| Address: **insert address** | Address: **insert address** |
|  **insert address** |  **insert address** |
|  | **OR** |
| **His Majesty the King in right of Canada, as represented by the insert Chief of Defence Staff or Base/Wing/Unit Commander in his Non-Public Property capacity through** | **If contractor is a private individual:** |
| **Insert Canadian Forces Morale and Welfare Services or Canadian Forces Base/Wing/Unit name as appropriate** | per: |
| per: |  |
|  |  |
|  |  |
| **Insert name and title of signing officer** | **Insert contractor name** |
|  | GST/HST #: **Insert number** |
| **WITNESS** | Additional Info:  |
|  | **WITNESS** |
| Name:  **Insert witness name**  |  |
| Address: **insert address** | Name:  **Insert witness name**  |
|  **insert address** | Address: **insert address** |
|   |  **insert address** |

1. Scope

The Contractor will provide aerobatic display during the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Air Show Host will provide a schedule outlining the timings required.

The Contractor will also be available to provide media flights on Media Day, scheduled for INSERT DATE, at no extra charge (additional fuel and oil expenses incurred as a result of media flights will be the responsibility of The Air Show Host).

1. Location of Work

INSERT LOCATION

3. Period of Performance:

Practice Day: INSERT DATE

Event Dates: INSERT DATES

1. Media and VIP

Media and VIP flights can be arranged in advance of the show provided there is a qualified aircraft/pilot available as a media/passenger platform for formation flights. This is often available with other airshow performers already on site. Advanced notice is required in order to make arrangements.

Performers will be available during the weeks prior to the show for radio interviews via telephone if desired. Upon arrival, performers can visit/speak at schools and/or other groups as arranged by the airshow.

Press kits are provided containing photos, video in DVD format, performer biographical information, aircraft data and sponsor information. Format availability includes hard copy, CD-Rom or DVD.

Performers shall report to and sign autographs at the autograph tent located at show center immediately following their air show performance as scheduled by the Air Boss at the daily flight brief.

Performers may not check in earlier than Thursday. Individual requests to arrive early will be considered, but support (rooms/cars, etc.) is limited and will be at the performer's expense.

1. Applicable documents:

Performers shall provide the following documents no later than INSERT DATE to the attention of the Air Boss:

* Medical Certificate
* Pilot License
* Aircraft Certificate of Airworthiness and Registration
* Proof of Aircraft Insurance
* Emergency Extraction Package
* Canadian Validation of Flight Authority
* Statement of Aerobatic Competency (SAC)
1. Operational Requirements:

Fuel type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount needed/Show: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Engine oil type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount needed/Show: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Smoke oil type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount needed/Show: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pyrotechnics: Y / N?

Hangar space: Every night / Severe Wx only / Not needed (please choose one)

Arrival date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Departure date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# of rooms needed: \_\_\_\_\_\_\_\_\_ Type of room: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# of courtesy vehicles: \_\_\_\_\_\_\_\_\_ Type required: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# of vehicle parking passes: \_\_\_\_\_\_\_\_\_

# of performer passes: \_\_\_\_\_\_\_\_\_

# of social event passes: \_\_\_\_\_\_\_\_\_

Performers may not check in earlier than Thursday. Individual requests to arrive early/stay late will be considered, but support (rooms/cars, etc.) is limited and will be at the performer's expense.