



# Company Service Agreement

Morin Capital Incorporated, operating as **The Morin Group**  
 will be referred to as “The Company”. HST# 738713130 RT 0001

<b>Client</b> “The Client”  (Information)	Address: _____	Job Name: _____
	Phone#: _____	Job Number: _____
	Email: _____	Estimated Start Date: _____
	Property Owner’s name (if different from Client): _____	Est. Completion Date: _____
	_____	

*Information only: Address above will be listed as the “Project Address” where services are to be rendered. Should the mailing and/or billing address be different than the above, it will be noted on the estimate, quote and/or invoice.*

**THIS COMPANY SERVICE AGREEMENT (The “Agreement”)** is dated \_\_\_\_\_.

## BACKGROUND

- A. The Client is of the opinion that the Company has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Company is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.
- C. “The Client” may be an individual acquiring services or an authorized agent of a business.
- D. This Agreement is legally binding.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Company (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Company to provide the Client with the services as prescribed in the Client’s invoice(s), which will be associated with this Company Service Agreement.
2. Morin Capital Inc. will perform all services in the scope of work as prescribed in the invoice(s) and/or estimate upon acceptance by the Client via retainer received and deposited into the Company’s account by the Client. Any additional services requested afterwards and/or work required that may have been unforeseen and not included in estimate(s), quote(s) and/or invoice(s), will incur additional charges.

## ESTIMATES & QUOTES

3. Estimation are provided on our best endeavours to guesstimate the cost of services and material required to complete a job and/or service(s) requested by the Client (or by Clients). Unless a fixed price quotation has been provided to the Client, work will be charged hourly and material, in accordance with the material agreement found in this Company Service Agreement below. Hourly work will consist but not limited to the actual work performed (labour), research and/or sourcing and purchase of materials needed for job and costs associated with delivering said materials to the project and/or job site. Estimates should not be mistaken for quotes. Estimates are based on the information provided and may be inaccurate if some information is missing and/or unforeseen circumstances arise while completing services for the Client. If changes to the scope of work are required, an additional estimate will be provided to the Client, to obtain approval prior to continuing work, upon receiving approval, additional services and/or materials will be added to the existing invoice(s) or invoiced separately. Should the Client not approve the new estimate, the termination clause below will go into effect. Note that

estimates relating to material costs is again only an guesstimate and may be inaccurate due to constant economic changes in material costs and possibly unforeseen requirements in the Client's service requirement and/or project and/or job.

4. Quotes are a fixed price, based on the Company Agent(s)' observations and gathered information from the Client and our Agent(s)' visit to said job site. The Company's agent(s) will do they're utmost best at providing a fixed price quotation, however, due to this industries nature and such unforeseeable undertakings that may occur whilst conducting services, additional charges to labour and materials may apply. The Company will also seek approval from the Client for any additional charges and materials prior to continuing work. Should the Client not agree, the termination clause below would go into effect.

#### **TERM OF AGREEMENT, RETAINER, PAYMENT & EXPENSES**

5. The term of this Agreement (the "Term") will begin on the date of this agreement and remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. Should either Party wish to terminate this Agreement prior to completion of the Services, that Party will be required to provide 10 days' written notice to the other Party. Should a termination occur, the Company will finalize the invoice(s) for all services rendered which will be payable immediately upon receipt to the Client. Should a Material Agreement exist, Client will be responsible to reimburse the Company for any material unable to return and/or be responsible for any restocking fees, including fees associated with the Company's time and efforts to return. Some exceptions may apply, however is to the Company's discretion only.
6. A 30% retainer or retainer amount indicated on invoice(s) is required to secure and reserve the Company's services. The Company will not make other reservations for this booked time. The retainer is not to be misconstrued as a deposit, as some would understand a deposit being refundable, however this *retainer* is non-refundable should the Client terminate this Agreement. Should the Client request a termination of this Agreement, the Company will use the Client's retainer to aid in recovering the lost revenue due to this termination, the Company had reserved it's time to complete this Agreement's services and possibly refused other service requests. Note that should the Company terminate this agreement, some exceptions may apply regarding the retainer, however all services rendered and/or material purchased by the Company are billable to the Client in accordance the Material Agreement found below. The Company reserves the right to make any exceptions, and only the Company. A \$250 administrative fee may apply for any termination.
7. A 2% late payment per month (24% per annum) will apply on any amounts overdue. All currency is in CAD dollars.
8. The Company reserves the right to stop all services for any outstanding and/or overdue payments by the Client. Services will resume once payments are received and in good standing. Should the arrears in payment be related to the Client being unsatisfied with the Company's services, the Company will do all in its best efforts to rectify all concerns. In union, should both parties be satisfied with the outcome of the dispute(s), the Client will proceed with arrears payment, and when received, the Company will proceed with services. In the very unlikely event that the dispute progresses between the parties and a resolution can not be reached, the Company will seize all services and retain all materials to assist in recovering loss. The Company may or may not pursue legal action to recover it's debts.
9. The Company encourages all clients to know their rights. We adhere to the Ontario Consumer Protection Act more information can be found by visiting the following URL:  
<https://www.ontario.ca/page/your-rights-when-starting-home-renovations-or-repairs>
10. The Company will be reimbursed for reasonable and necessary expenses incurred by the Company in connection with providing the services in the Client's invoice(s). The Company will in it's best efforts acquire pre-approval and/or notice to the Client prior to incurring such additional expenses.
11. The Company will at times require a payment schedule due to the nature, expense and/or requirements of certain projects, jobs and/or services requested by the Client(s). Should the Client not adhere to the payment schedule due dates, the Client will be subject to late payment. The above clauses regarding to late or non-payment would go into effect such as stoppage of all services and the Company's right to terminate this agreement as mentioned above.

12. **The remaining balance on the Client's invoice(s) is due upon completion of the services.** The Client's retainer will be applied to the balance. The Company will provide it's final detailed invoice(s) within 72 hours of completion.

Accepted payment types are:

- a. E-transfer to [admin@themoringroup.ca](mailto:admin@themoringroup.ca) (preferred)
- b. EFT – \*\*\*\*\* (preferred)
- c. Credit Card (3% fee will apply)
- d. Personal Cheque made out to **Morin Capital Incorporated**  
(\$60 NSF fee should apply if deposit doesn't clear)
- e. Bank draft or Certified cheque made out to **Morin Capital Incorporated**

#### **CAPACITY AND RIGHT OF SUBSTITUTION**

13. In providing the Services under this Agreement, it is expressly agreed that the Company is acting as a Business and/or entity providing services and should not be construed as an employee. The Company and the Client acknowledge that this Agreement does not create a partnership or joint venture between them. Except as otherwise provided in this Agreement, the Company may, at it's discretion, engage a third party contractor to perform some or all of the obligations of the Company under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services unless the Company grants written permission. In the event that the Company hires a contractor, the Company will pay the contractor for its services and the Compensation will remain payable by the Client to the Company. For the purposes of the Indemnification and liability clause of this Agreement, the contractor is an agent of the Company.
14. The Company possesses licensed individuals that are qualified to complete their respective tasks, however these licensed individuals may at time require labourers to complete work. They will supervise other employees not qualified to ensure tasks are completed properly and to any legal requirements.

#### **AUTONOMY**

15. Except as otherwise provided in this Agreement, the Company will have full control over working time, methods, and decisions making in relation to the provisions of the Services in accordance with the Agreement. The Company will work autonomously and not at the direction of the Client. However, the Company will be responsive to the reasonable needs and concerns of the Client.

#### **EQUIPMENT AND MATERIAL AGREEMENT**

16. Except as otherwise provided in this agreement, the company will provide at it's own expense, any and all non-consumable tools, machinery, equipment, supplies and workwear necessary to deliver the Services in accordance with the Agreement.
17. Materials required to complete the prescribed services in the Client's Estimate(s), Quote(s) and/or invoice(s) will be acquired and provided by the Company and billed accordingly to the Client. The Company may charge more for these materials to cover it's expenses and overhead costs of acquisition.
18. At the Company's discretion only, the Company may make exceptions that the Client will provide certain materials for it's project, job and/or requested services. Should this be the case, the Client will be required to provide such materials in a timely fashion and the Client be responsible for all expenses incurred in it's acquisition. Should the Client not provide the correct materials and the Client requests any assistance from the Company in its acquisitions, the Client will incur additional fees for the time, research and delivery of said materials by the Company on behalf of the Client.

#### **BUILDING PERMIT(S) AND LOCATE(S)**

19. It is the responsibility of the property owner and the Client to ensure that all required building permits and/or required locates for buried utilities is obtained prior to any services taking place. The Company shall not be held responsible for any delay or additional costs related to the property owner and/or the Client's failure to obtain such permits and/or locates.

## **WARRANTIES**

20. If, within one year after the date of completion of the Work, Services, Project, Job and/or designated portion thereof. If any of the Work is found to be not in accordance with the requirements of the Company's Service Agreement, the Company shall correct it promptly after receipt of notice from the Client. During the one-year period for correction of Work, if the Client fails to notify the Company and give the Company an opportunity to make the correction, the Client waives the rights to require correction by the Company and to make a claim for breach of warranty.
21. Any material and/or equipment warranty is not the responsibility of the Company and the Company is not obligated to perform such claims. The Client waves the rights to require any correction by the Company and to make claim for anything related to a manufacturing and/or vendor warranty claim.

## **SCHEDULING**

22. Based on the estimated work it will take to complete the Client project, the Company will be scheduled accordingly for the prescribed services as indicated on the Client's estimate(s), quote(s) and/or invoice(s). If the Company requires additional time to complete its original services (without any additions), due to the Company's under estimation of the time required, the Company will forfeit the right to reschedule and must complete the original services following the allotted time it scheduled for its services to be rendered. The previous statement following this sentence is void should unforeseen events unfold during its services, where additional time will be required, and should the Client request additional services that is not part of the original scope of work. The Company reserves the right to reschedule any additional required services to another time, as the Company may have commitments to other projects. Should there be availability, the Company reserves the right to charge a reasonable premium for any additional work not in the original scope of work, estimate(s), quote(s) and/or invoice(s). The Company reserves the right to make exceptions and forfeit its scheduling commitments should the Client have late payments and/or any arrears in payment.

## **INDEMNIFICATION (LIABILITY) & INSURANCE**

23. 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 but not limited to owners, managers and/or supervisors, employees, agents, and/or contractors 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 owners, managers and/or supervisors, employees, agents, and/or contractors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.
24. The Company, as required by the Workplace Safety and Insurance Act, has acquired WSIB coverage (Firm# 768845SB) and liability insurance via BMT Insurance, Timmins Office.

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For transparency reasons, the Company in it's best efforts, will attempt to acquire your digital signature to this Company Service Agreement, however, it is not a requirement. By obtaining the Client's retainer (and/or "deposit") for the Company's services, the Client consents and is legally bound by this Company Service Agreement. This Company Service Agreement will be linked in all and every estimate, quote and invoice(s) for the Client's viewing and can be found in it's document footer. This Agreement will be governed by and construed in accordance with the law of the Province of Ontario, Canada and any other municipalities whereof the services are acquired and/or obtained.

IN WITNESS WHEREOF the Parties have duly affixed their signatures of consent and are legally bounded to this Company Service Agreement:

\_\_\_\_\_  
CLIENT NAME (SPELL)

**Morin Capital Inc. (DBA) The Morin Group**  
Per: Justin Morin (SEAL)

\_\_\_\_\_  
CLIENT SIGNATURE

Signature: \_\_\_\_\_

DATED: \_\_\_\_\_

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