

This Contract made between

## **Bigstone Cree Nation**

(Hereinafter called the “Organization”)

- and –

## **Name of Applicant**

(Hereinafter called the “Trust Proposal Service Provider”)

Click or tap to enter a date.

**THIS AGREEMENT** dated this day the **Click or tap to enter a date.** between Bigstone Trust Administration (hereinafter called the “Organization”) and **Click or tap here to enter text.** The (“Trust Proposal Service Provider”) concerning the Bigstone Cree Nation Trust Proposal Application attached hereto as schedule “A”.

**1. TIME FRAME for COMPLETION**

- 1.1 The “Trust Proposal Service Provider” shall commence Work on: **Click or tap to enter a date.**
- 1.2. The “Trust Proposal Service Provider” shall complete the project on or before: **Click or tap to enter a date.**
- 1.3 The start date and end date are essential to the completion of this contract. The “Trust Proposal Service Provider” whose signature appears herein, AGREES to undertake responsibility for all phases of the Project and is accountable to the Membership, the Trustees and to Bigstone Cree Nation the “Organization”.

**2. THE WORK**

- 2.1 The “Trust Proposal Service Provider” is to perform the following duties and responsibilities to successfully complete the Work in accordance with the terms of this Agreement as set out in Schedule “A” attached hereto.

**3. FUNDING**

- 3.1 The “Organization” shall pay the “Trust Proposal Service Provider” the sum of \$ **Click or tap here to enter text.**, on the following basis:
  - 3.1.1  The “Organization” shall make one payment for the full amount of the approved budget to the “Trust Proposal Service Provider.”
  - 3.1.2  The “Organization” shall make progress payments to the “Trust Proposal Service Provider” for the portion of the benefits as has been certified complete by the “Organization”.

**Insert Proposal Name (Trust) (\$ Amount)**

- 3.1.3  The “Organization” may withhold from any payment due or become due to the “Trust Proposal Service Provider” funds sufficient to satisfy its obligations with respect to any outstanding work, lien or trust claim of which the “Organization” has notice or is deemed to have notice.

#### 4. The “Trust Proposal Service Provider” OBLIGATIONS

- 4.1. The “Trust Proposal Service Provider” shall supply all labour, tools, equipment, machinery or any other products and services to complete the Project, where applicable.
- 4.2. **Compliance with Laws:** The “Trust Proposal Service Provider” is responsible for obtaining and paying for all permits, license, and certificates necessary for the performance and completion of the Work, where applicable.
  - 4.2.1. The “Trust Proposal Service Provider” shall give all prerequisite notices and comply with all laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction which are or may be in force during the performance of this Agreement and which relate to the Work, the preservation of public health or construction safety.
- 4.3. The “Trust Proposal Service Provider” shall comply with and fulfil all duties and responsibilities required to be completed and fulfilled by the “Trust Proposal Service Provider” as documented by this Agreement.
- 4.4. The “Trust Proposal Service Provider” shall perform the duties and responsibilities necessary to complete the Work in accordance with the schedule mutually agreed upon by the “Organization” and the “Trust Proposal Service Provider” at the signing of this Agreement.
- 4.5. **Protection of persons and property:** The “Trust Proposal Service Provider” shall protect the Project, Bigstone Cree Nation’s property and the property of any third party(s), from damage occasioned by the performance of its obligations under this Agreement.
  - 4.5.1 Any properties purchased or acquired with funds provided by the “Organization” to complete the Work shall be returned to Bigstone Cree Nation upon completion of the Project.
- 4.6 **Record Keeping:** The “Trust Proposal Service Provider” shall maintain records of financial and non-financial accounts, for the Project, for which funding is provided under this Agreement.
- 4.7 **Reporting:** The “Trust Proposal Service Provider” shall submit written reports to the Trust Administrator, or to the Communications/Project Coordinator, after each phase of the project has been completed or as is reasonably feasible.

First week in August

First week in November

First week in February

First week in May

- 4.7.1 The “Trust Proposal Service Provider” shall maintain detailed records of activity, dates, names of participants, name of event, testimonials/pictures, receipts and any essential supporting documents to be attached to ALL mandatory reports and submitted to the BCN Trust Administrator.

**5. CHANGES in the PROJECT**

5.1 The Trustees of **Bigstone Cree Nation Trust** shall have the right, without invalidating this Agreement, to require change(s) in the Work.

5.2 No change(s) in the Work shall proceed until and unless the Trustees of **Bigstone Cree Nation Trust** have provided written authorization, directing the “Trust Proposal Service Provider” to make such change(s) to the Work.

**6. INSURANCE**

6.1 The “Trust Proposal Service Provider” shall provide and maintain whatever insurance is necessary to complete the Project (if applicable).

**7. GENERAL MATTERS**

7.1 The “Trust Proposal Service Provider” shall complete the Work in a judicious, proficient, ethical, and honourable manner.

7.2 The “Trust Proposal Service Provider” warrants all work and materials supplied under this Agreement for one (1) year after completion, where applicable,

**8. ASSIGNMENT**

8.1 This Agreement shall not be assigned, in whole or in part, to any other party(s) without the express written consent of the “Organization”.

**9. LAW of the AGREEMENT**

9.1 This Agreement shall be GOVERNED by the laws of the Province of Alberta.

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(BIGSTONE CREE NATION  
(  
(Per: \_\_\_\_\_  
(

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Trust Proposal Service Provider (Signature)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)