

# **In-Vehicle, Driving Instructor Contractor Agreement**

## **HAMILTON DRIVING SCHOOL INC.**

**1059 Upper James Suit 210 Hamilton ON**

**Cell Phone 905-966-0884 --- Office 1866-HDS-2005 (437)**

**E-mail: [Info@hamiltondrivingschool.ca](mailto:Info@hamiltondrivingschool.ca)**

**The Contractor name:** \_\_\_\_\_

### **It is agreed as follows:**

The Contractor shall provide the Company with the following services as an independent contractor:

1. The Contractor shall provide quality, driving instruction as per the Ministry of Transportation (MTO) approved curriculum to clients (students) referred by the Company at the address given by the Company or his/her authorized representative.
2. The Contractor will maintain their Driving Instructor License in good standing and in accordance with HTA Regulation 473/07 and the MTO BDE Program Guidelines.
3. The Contractor gives consent to the MTO to notify the Company if the Contractor's Driving Instructor License is or may be revoked as per HTA Regulation 473/07 section 12(1). See also, HTA Reg. 347/08, ss. 4, 14 (2).
4. The Contractor shall use his /her own vehicle to provide the above services. The Contractor will maintain their vehicle in accordance with the terms of HTA Regulation 473/07 and MTO's BDE Program Guidelines.
5. The Contractor shall be responsible for all expenses and claims arising out of the performances of the above services.
6. HAMILTON DRIVING SCHOOL INC allowed changing anything in contract at any time.
7. HAMILTON DRIVING SCHOOL INC. allowed to cancel the contract if the contractor not following HAMILTON DRIVING SCHOOL INC. training restrictions and providing quality of training.
8. The Company shall pay the Contractor at the end of each contract provided that the services have been completed satisfactory. The Contractor will invoice the Company for all payments.
9. The Contractor is only liable to perform and the Company is only liable to pay for delivery of services actually performed, or for any extra services that are authorized in writing and, signed by both parties.
10. The Contractor shall, indemnify and save the Company liability from any and all claims against the Company arising from the performance of the Contractor's services under this agreement.
11. The Contractor must use Hamilton Driving School Signage top of the vehicle when He / She providing instruction to our company's students.

12. Hamilton Driving School won't be responsible for the contractor if he/she provide driving training in any restriction area all around Ontario and if our company received any kind of fine the contractor will be responsible to pay that fine.
13. Instructor must provide us and show us the Business Number or Social insurance Number or HST number for income tax when it's required :
14. The contract will be expired after one year from the date below:
15. All HAMILTON DRIVING SCHOOL INC students or clients must contact the school if they are adding more training hours or add a vehicle for road test.
16. The Contractor is not allowed to charge any payment or deal privately with HAMILTON DRIVING SCHOOL INC students or customers.
17. 17. The "Contract Price" payable by the Company to the Contractor for doing the work exclusive of any authorized extras is 30\$ per hour Plus HST if the contractor has HST NO. and that will be In ( Hamilton or Burlington )
18. 18. The "Contract Price" payable by the Company to the Contractor for doing the work exclusive of any authorized extras 110\$ Plus HST if the contractor has HST NO. for each time using vehicle for road test Hamilton or Burlington.
19. 19. The instructor will pay 0\$ for the top vehicle signage and we are as HAMILTON DRIVING SCHOOL INC. only allowed to update edit/add/remove information from our top vehicle signage.
20. The contractor responsible and must provide to the BDE provider driving school all the BDE requirements documents when the Ministry of transportation required the BDE audit.

1- SIN Number : \_\_\_\_\_

2- Business Number : \_\_\_\_\_

3- HST Number : \_\_\_\_\_

**Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

***Company Signature:*** \_\_\_\_\_

***Contractor Signature:*** \_\_\_\_\_