

# HANDI VAN SERVICE AGREEMENT

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Between:

**WHEELCHAIR SERVICE OF MANITOBA INC.**  
{hereinafter referred to as "wheelchair service"}  
And

**THE LOCAL GOVERNMENT DISTRICT OF PINAWA  
THE RURAL MUNICIPALITY OF LAC DU BONNET  
THE TOWN OF LAC DU BONNET**  
{hereinafter referred to as the "Customer"}

Wheelchair Service provides transportation service to the Customer for individual or groups who, as a result of decreased mobility require assistance to be transported.

Wheelchair Service agrees to transport the client/clients in accordance with the terms and conditions set forth in the contract. The Customer agrees to use the Wheelchair Service as the sole contract carrier except as otherwise provided for in this agreement.

Therefore the parties hereby agree as follows:

## 1. DEFINITIONS

The following words shall have the meanings hereinafter specified:

- a. "Customer" means the party to whom Wheelchair Service has entered into a contract to supply Handi Van transportation for.
- b. "Client" means the individual or groups who is being transported by Wheelchair Service.
- c. "Service Area" means the whole of the area within the boundaries of each Customer jurisdiction.
- d. "Trip" means a pick up at the Clients location and transport to a designated destination but does not include the return.
- e. "Return" means a pick up of the Client at a designated destination and return to their place of origin.

## 2. PREAMBLE

The preamble forms an integral part of this agreement.

## 3. OBLIGATION

- a. Subject to the terms and conditions of this agreement, Wheelchair Service, shall as and when requested by the Customer transport clients between the clients place or origin and a destination by the Customer.
- b. The Customer agrees to use the services of Wheelchair Service exclusively for the transportation of their clients when available.
- c. Wheelchair Service agrees to transport the client/clients for a charge as set out in schedule "A".
- d. Wheelchair Service agrees to invoice all individual or groups direct.
- e. Wheelchair Service agrees to provide to the Customer monthly financial statements by the 15<sup>th</sup> of the following month.
- f. Wheelchair Service agrees to provide to the Customer data providing usage of the service separated by each Customer jurisdiction quarterly.
- g. Wheelchair Service is responsible for all required insurances to include vehicle and liability coverage.
- h. Wheelchair Service is responsible to set rider rates.
- i. Each Customer is responsible to submit \$3,500.00 annually to Wheelchair Service for provision of the Handi Van Service.

**4. LIABILITY AND CLAIMS**

- a. Wheelchair Service is not responsible for any alleged loss or damage to personal property of the client/client's being transported except by omission or wrongful act of its offices, employees, agents or other persons retained under contract.
- b. Wheelchair Service agrees to transport the client/clients to the destination as it is reasonably able to do so. However, Wheelchair Service reserves the right in its sole discretion to determine the suitability of the client for transport using Wheelchair Service vehicles and to refuse to transport the client, if in the opinion of the Wheelchair Service driver, the transport would constitute a danger to the life of the client. Wheelchair Service shall have exclusive control of and be solely responsible for all transportation and related services.

**5. CONFIDENTIALITY**

The parties agree that neither through themselves, nor through their agents, employees or other parties, will they knowingly disclose the identity of their client/clients, to any parties whom so ever; and that they will not knowingly permit, agree to or assist such disclosure by any other party.

**6. TERMS OF THIS AGREEMENT**

This agreement shall be effective from the date of its execution and shall remain in effect for a period of 36 months subject to the rights of either party to terminate this agreement with 90 days notice. This agreement shall commence on August 1, 2009.

**7. NOTICE**

Notice shall be in writing and shall be delivered to the parties entitled to receive the notice by personal delivery, or by registered or certified mail. Notice given under the contract shall be effective as of the date of delivery in the case of personal delivery, as of the date of mailing in the case of notice sent by registered mail; notice shall be communicated to the parties as follows:

To: Wheelchair Service of Manitoba Inc.  
674 Langevin Street  
Winnipeg, Manitoba  
R2H 2W4

To: Local Government of Pinawa  
Rural Municipality of Lac du Bonnet  
Town of Lac du Bonnet  
Box 339  
Lac du Bonnet, Manitoba  
R0E 1A0

**8. ENTIRE AGREEMENT**

This contract constitutes the entire agreement between the parties and may only be modified by mutual consent of the parties expressed in writing.

**9. APPLICABLE LAW**

The agreement shall be interpreted and governed by the laws of the Province of Manitoba.

**IN WITNESS WHEREOF** the parties have executed this Agreement on the 30 day of August, 2009.

Local Government District of Pinawa

Per: 

Dated: Sept 1/09

Rural Municipality of Lac du Bonnet

Per: 

Dated: Aug 25/09

Town of Lac du Bonnet

Per: 

Dated: August 30, 2009

Wheelchair Service of Manitoba Inc.

Per: 

Wheelchair Service of Manitoba Inc.

Per: 

Wheelchair Service of Manitoba Inc.

Per: 