

**SPA MAINTENANCE AGREEMENT**  
(Simplified Version)

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SPA MAINTENANCE AGREEMENT entered into between ..... (name of individual or corporate name), hereinafter the “CLIENT” and ..... (name of individual or corporate name), hereinafter the “SUPPLIER,” hereinafter collectively the “PARTIES.”

**0.00 INTERPRETATION**

**0.01 Definitions**

Unless otherwise indicated, capitalized words and expressions appearing in the Agreement or in any ancillary documentation shall be interpreted or construed as follows:

**0.01.01 Agreement**

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendment made thereto from time to time by the PARTIES in compliance with Section 12.04;

**0.01.02 Site**

means the location at ..... (precise address of the location that is the subject of this Agreement);

**0.01.03 Work**

means, as the case may be, individually or collectively, the list of work described in Schedule 0.01.03 attached hereto and includes, if applicable, any other ancillary work required to ensure completion of said work.

**0.02 Jurisdiction**

The Agreement shall be interpreted, construed and performed in accordance with the applicable laws of the Province of ..... (name of province) and of Canada.

**1.00 PURPOSE**

Subject to the terms of the Agreement, the CLIENT hereby contracts the services of ..... on a non-exclusive basis, to perform the Work on the Site and the latter, by accepting the payment described herein, shall execute said Work in compliance with Schedule 0.01.03 attached hereto and shall comply with the terms of the Agreement.

**2.00 CONSIDERATION**

**2.01 Fees**

As consideration for the performance of the Work, the CLIENT agrees to pay to the SUPPLIER the following fees:

..... (describe fees to be paid).

## 2.02 Currency and Taxes

All amounts referred to in the Agreement are in Canadian dollars. Unless otherwise indicated in the text, the amounts stated in the Agreement do not include the goods and services tax (GST) and the ..... (*identify the applicable provincial sales*) or any other tax which may be levied on such amounts by public authorities during the term of the Agreement.

## 2.03 Reimbursement for Replacement Products

The CLIENT agrees to reimburse the SUPPLIER for the cost of any replacement products provided under Section 10.03.

## 3.00 TERMS OF PAYMENT

The CLIENT shall receive a monthly invoice for the amounts payable under Part **Error! Reference source not found.** herein and shall pay the SUPPLIER the amount invoiced within THIRTY (30) days of receiving said invoice.

## 4.00 SECURITY

The PARTIES confirm that no security of any kind is required under this Agreement.

## 5.00 MUTUAL REPRESENTATIONS AND WARRANTIES

Each PARTY represents that it has authority to enter into the Agreement, and there are no contractual or legal restrictions prohibiting it from performing all of its duties and obligations thereunder and that the Agreement represents a legal, valid and binding agreement that may be subject to compulsory enforcement.

## 6.00 REPRESENTATIONS AND WARRANTIES OF CLIENT

The CLIENT represents that it has provided the SUPPLIER with all necessary information to accurately determine the payment required to perform the Work.

## 7.00 REPRESENTATIONS AND WARRANTIES OF SUPPLIER

The SUPPLIER represents that it has the required expertise, skills, resources, and permits to perform the Work in accordance with common trade practices and applicable laws.

## 8.00 MUTUAL DUTIES AND OBLIGATIONS

### 8.01 Protection of Confidential Information