SAMPLE TERRIBLE AGREEMENT

THIS REALLY TERRIBLE AGREEMENT made as of the 1st day of January 2012

BETWEEN:

Full Name of Community Agency
(hereinafter referred to as “Community Agency”)

and

Full Name of Hospital
(hereinafter referred to as “Hospital”)

AND WHEREAS

NOW THERFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PREAMBLE AND INTERPRETATION
   1.1. Background and Objectives
      1.1.1. Hospital is engaged in the business of caring for patients;
      1.1.2. Community Agency is a leading community agency that provides services to children with autism;
      1.1.3. Hospital wishes to retain Community Agency to provide training on issues related to the provision of care that are important to clinicians and families.
   1.2. Definitions:
      In this Agreement, the following terms have the meanings set out below:
      1.2.1. “Agency” means any autonomous firm, company or corporation.
      1.2.2. “Agreement” means this Agreement between Community Agency and Hospital.
      1.2.3. “Business Day” means a day other than Saturday, Sunday or a statutory holiday in the Province of Ontario.
      1.2.4. “Contractor” means any individual, firm, company or corporation to whom a contract is awarded by Hospital in the form of a duly signed agreement or purchase order.

2. SCOPE OF WORK:
   2.1. Community Agency will provide training to the Hospital in a manner that is culturally sensitive, and appropriate to the staff receiving the training.
   2.2. ABC Company will be permitted to provide services to the Hospital.

3. RESPONSIBILITIES OF COMMUNITY AGENCY:
   3.1. To fulfill the scope of work.
   3.2. To keep confidential information about the Hospital’s patients in accordance with PHIPA.

4. RESPONSIBILITIES OF HOSPITAL:
   4.1. Hospital’s designated representative will meet Community Agency periodically and / or as requested and ensure that Hospital is completely satisfied with the services provided.
4.1.2. Hospital shall be responsible for:
   4.1.2.1. Receiving the services;
   4.1.2.2. Paying the Community Agency; and
   4.1.2.3. Complying with PHIPA.

5. FEE PAYABLE:
Hospital agrees to pay Community Agency a Fee for services that are rendered to the Hospital by the
Community Agency and timing and quality are important. That fee will be determined based on
considerations of the parties. The Fee will be supplied by monthly invoice from Community Agency.
Community Agency agrees to invoice directly the Ministry of Health and Long-Term Care. In the event that
any fees are disputed by the Ministry of Health and Long-Term Care, the Hospital can play a facilitating
role in reconciling the dispute but Community Agency must cover itself with appropriate contractual
agreements with the Ministry. Hospital does not accept any responsibility for payment due from the
Ministry to Community Agency under any circumstances.

6. TERM:
The term of this Agreement shall commence on January 1, 2012 and shall expire on the last day of March,
2012 (the "Term") unless terminated earlier. Hospital shall have an option to renew this agreement for
Two (2) periods each at the end of its initial term; all renewals and extensions must be in writing, without
exception.

7. INSURANCE:
   7.1. Community Agency shall not rely upon Hospital for fire, liability, or other insurance
        coverage during the performance of its obligations under this contract. In furtherance of the
        foregoing, Hospital shall, without in any way limiting its liability, secure, maintain, and keep in
        force, at its sole cost:
        7.1.1. comprehensive liability insurance, naming Hospital as additional insured, of not less than
                five million dollars ($5,000,000.00) per occurrence, against damages arising from property
                damage or bodily injury or personal injury (including death) which may arise directly or
                indirectly out of the operations of Community Agency, its agents, employees, or those for
                whom Community Agency is responsible at law, in carrying out its obligations under this
                Agreement;
        7.1.2. professional liability insurance, which includes errors and omissions insurance, in an
                amount of not less than two million dollars ($2,000,000) per occurrence;
        7.1.3. automobile liability insurance covering owned units, and unowned units, with an inclusive
                limit of two million dollars ($2,000,000.00) per accident.
   7.2. Such policies shall be issued by an insurance company licensed to conduct business in the
        Province of Ontario and shall remain in full force and effect for the Term of this Agreement or any
        extension thereof. Such insurance shall be demonstrated by certificates delivered to Hospital
        within five (5) business days after the commencement of the Term, shall provide that the
        insurance is cancelable only upon thirty (30) days prior written notice to Hospital, contain cross-
        liability and severability of interests clauses, and contain a waiver of subrogation by the insurer as
        against Community Agency, its officers, directors, employees, agents, and those for whom it is in
        law responsible.
   7.3. Community Agency shall obtain and maintain, at all times during the term of this
        Agreement, and subject specifically to Section 11.3 below, insurance payable to Hospital in such
amounts and against such risks as shall adequately cover the liability of Community Agency assumed under this Agreement, it being agreed that either party may cancel this Agreement upon thirty (30) days written notice in the event Community Agency is unable to maintain such insurance.

7.3.1. Community Agency shall, at Hospital’s request, furnish Hospital with a certificate(s) evidencing the insurance coverage obtained with respect to its operations.

7.3.2. Hospital warrants that Community Agency will be held harmless with respect to any claims for losses covered by the above noted insurance.

8. INDEMNITY:

8.1. Hospital agrees to indemnify and save harmless Community Agency, its directors, employees, agents and all those for whom in law it is responsible, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses, including without limitation, reasonable legal fees (“Claims”), Community Agency, its directors, employees, Agents and all those for whom in law it is responsible may sustain, incur, suffer, or be put to at any time, in respect of any loss of life, bodily injury, personal injury or disability, loss of or damage to property, breach of third party intellectual property rights or any other loss either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by Hospital or any of its agents, employees, officers, or directors in providing the services hereunder or in connection with, or incidental to this Agreement, or any breach of this Agreement by Hospital.

8.2. Community Agency agrees to indemnify and save harmless Customer, its directors, employees, agents and all those for whom in law it is responsible, from and against any and all Claims Customer, its directors, employees, agents and all those for whom in law it is responsible may sustain, incur, suffer, or be put to at any time, in respect of any loss of life, bodily injury, personal injury or disability, loss of or damage to property, breach of third party intellectual property rights or any other loss either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of any breach of this Agreement by Community Agency. However, Community Agency shall not be liable to Customer for any incidental, indirect, special or consequential damages, including without limitation, loss of profits arising out of, or in connection with this Agreement, whether or not Community Agency was advised of the possibility of such damage.

9. CONFIDENTIAL INFORMATION:
Community Agency agrees that its employees, agents, and representatives assigned to this contract, including without limitation, the Listing Team, shall maintain strict confidentiality of any information obtained from Hospital by whatever means (hereinafter referred to as “Confidential Information”), and shall not allow it to be used or disclosed to anyone. Patient information shall be protected under PHIPA.

10. NOTICE:
Unless otherwise indicated, all notices, consents, approvals, demands, statements, requests, and other communications to be given to a party under this Agreement must be given in writing and delivered personally or by courier, sent by prepaid registered mail or transmitted by fax to the party as follows:
or to any other address, fax number or person that the party designates. All such communications, if
delivered personally or by courier, will be deemed to have been given when actually received, if
transmitted by fax before 3:00 p.m. on a Business Day, will be deemed to have been given on that
Business Day, and if transmitted by fax after 3:00 p.m. on a Business Day, will be deemed to have been
given on the Business Day after the date of the transmission.

11. TERMINATION:
11.1. Subject to 11.2, either party shall have the right to terminate this Agreement without cause
upon giving to the other party thirty (30) days' written notice of its intent to terminate.

11.2. Either party has the right to ask that an arbitrator/mediator settle any outstanding disputes
under this Agreement. Community Agency and Hospital shall split the costs of
arbitration/mediation.

IN WITNESS WHEREOF the parties have executed this Agreement.

FULL NAME OF HOSPITAL

Per:

____________________________________

Karen Karen

Dated: ___________________________

FULL NAME OF COMMUNITY AGENCY

Per:

____________________________________

Mitch Mitch

Dated: ___________________________