

**Preamble of Intent  
Contract for Hire**

(1) THIS AGREEMENT is made effective \_\_\_\_\_  
Date

(2) BETWEEN:  
Given Name(s) \_\_\_\_\_ Ludwig Joseph Gindl \_\_\_\_\_  
Herein after referred to as the Person

-AND-

(3) Company Name \_\_\_\_\_  
Herein after referred to as the Company

British Columbia Workers' Compensation Company Firm Number \_\_\_\_\_

WHEREAS the Company is voluntarily willing to hire the Person for compensation,

AND WHEREAS the Person is voluntarily willing to perform services for the Company for Compensation;

NOW THEREFORE the parties in consideration of the mutual covenants herein agree as follows:

**{1} Terms of Agreement**

**Appointment.**

The Person presents himself as a natural person, also known as the Agent in this Contract for Hire. The Company is also known as the PRINCIPAL in this contract. The Agent is under a Contract for Hire with the PRINCIPAL.

**Definitions**

*Independent Operator:* Workers Compensation Act [RSBC 1996] CHAPTER 492. As a natural person this Agent presents himself as an independent operator "who is neither an employer nor a worker" and as such is not to be covered under the PRINCIPALS' British Columbia Workers' Compensation Board coverage.

*Independent Agent.* It means the same as an Independent Operator.

*BCWCB.* British Columbia Workers' Compensation Board.

**Limitations on Authority**

This contract / authorization is considered written notification by the PRINCIPAL that any contract or authorization made effective prior to the above date between the PRINCIPAL and any other entity regarding services provided to address issues regarding the BCWCB, is considered terminated.

This Contract for Hire with this Agent serves to authorize the Agent to act on behalf of the PRINCIPAL for all BCWCB matters relative to the PRINCIPAL and the various divisions which may exist within the above referenced PRINCIPAL BCWCB firm number. The Agent is authorized to submit, receive and sign all documents necessary for the review of the PRINCIPALS' BCWCB files and employer information. A copy of this authorization / contract is as good as the original, and is valid for a period of four years subsequent to the effective signing of this contract noted in (1) above.

Authorized Signature for the PRINCIPAL \_\_\_\_\_

Please print the Authorized Signature as noted above \_\_\_\_\_

Witness Signature: \_\_\_\_\_

### **Agreement Term and Cancellation**

This contract is in force for four years subsequent to the signing as noted in (1) above. The cancellation of this contract will be deemed to have occurred when the expiry date arrives, unless otherwise negotiated. If contract cancellation is desired before the end of this contract duration, it will be deemed to have been initiated when one (1) month written notice is given in advance of the desired termination date by either the Agent or PRINCIPAL to either of these said parties subject to the terms of the section on Compensation listed below; and completed as of the termination date, unless otherwise negotiated.

### **Compensation after Cancellation**

If a request for contract cancellation is received by either the Agent or the Principal from either of these said parties during a pending BCWCB decision or after the appropriate BCWCB decision which is to be determined by the Agent, the compensation for effort expended by the Agent is to be discharged according to compensation section listed below before this contract can be terminated. If this contract runs its life without PRINCIPAL receiving a BCWCB rebate or monetary savings, but then outside of the contract life receives the BCWCB rebate / monetary saving owing to effort in part expended by the Agent, the Agent will be compensated according to the section below titled Compensation.

### **Compensation.**

The Agent will work on a 50% contingency basis. As total compensation for services provided by the Agent to PRINCIPAL, the Agent will collect 50% of whatever monetary savings and reimbursements PRINCIPAL incurs from the British Columbia Workers' Compensation Board due in part to the actions of the Agent. If the results of the actions of the Agent do not yield a BCWCB reimbursement/monetary savings for PRINCIPAL, PRINCIPAL will not incur any invoice for compensation on activities performed by the Agent for PRINCIPAL. The Agent will only invoice for compensation on activities performed by the Agent under this Contract for Hire if PRINCIPAL 1) receives a reduction in its assessment rate(s), or receives an increase in amortized subclass surplus both known as a monetary savings, from the BCWCB and/or 2) when PRINCIPAL receives a rebate cheque from the BCWCB.

The Agent will charge 50% of the total BCWCB rebate that PRINCIPAL receives from the BCWCB during the life of the contract due to BCWCB assessment recalculations and other savings that flow from the actions of the Agent. If a rebate from the BCWCB is given to PRINCIPAL outside the life of the contract due to the actions of the Agent, then the Agent will receive 50% of the BCWCB rebate / monetary savings given to PRINCIPAL.

The payment of the invoice for compensation under this Contract for Hire, will be paid to the Agent when the PRINCIPAL realizes any of the aforementioned savings. Realization of the saving means when the PRINCIPAL receives a cheque from the BCWCB. Realization of the savings additionally means when a BCWCB assessment rate is lowered during the current or subsequent calendar year of the effective BCWCB decision, the PRINCIPAL will on its' subsequent remittance(s) to the BCWCB be required to pay less than it otherwise would have had to have paid prior to the rate reduction. The case may also exist when the PRINCIPAL may not have to pay anything to the BCWCB during its' normal assessment payment periods due to the credits on account generated in part by the actions of the Agent through the savings. The difference between what it would have paid and what it actually paid with the lower recalculated assessment rate or credit on account is the realized savings. This difference or realized savings is then split in half. One half or 50% is then due to the Agent as compensation for the actions of the Agent under this Contract for Hire.

Any notification to PRINCIPAL by the BCWCB regarding any credits about to be or already applied to the BCWCB account of the PRINCIPAL is to be forwarded to the Agent via email, fax, courier, or any otherwise mutually agreed upon mode at the discretion of the Agent. Email: ERPinfo @ telus.net, fax: \_\_\_\_\_,

Any historical information that the Principal has on any communication with the BCWCB regarding the issues of reclassification is to be copied and forwarded to the Agent via any of the methods identified above.

**Payment is to be made** under this Contract for Hire to the natural person: **Ludwig Joseph Gindl**. Payment is to be made in the form of bank draft. ***Please note the use of upper and lower case letters and apply them to the bank draft.*** GST is not to be included.

**Expenses**

Agreed upon in a separate contract.

**Responsibility**

The Agent agrees to expend effort to secure a British Columbia Workers' Compensation Board rebate and/or rate/claims savings for the PRINCIPAL.

**Confidential Information**

All discussion of the detail of how the savings where/are generated by the Agent for the PRINCIPAL is to be kept solely between the above said parties. No communication whatsoever in form, structure or intent regarding the process or nature of the acquirement of the savings initiated, or generated is to exist between any entities outside of the PRINCIPAL and Agent named in this contract. The PRINCIPAL is not to conduct the type of activity as may become evident to the PRINCIPAL regarding the savings specified in this contract for any other entity.

**Reserved Rights**

The Agent will not forfeit the right to be paid 50% of savings that the PRINCIPAL enjoys from the British Columbia Workers' Compensation Board due in part or wholly from the actions of the Agent.

**Lien to Secure Indebtedness**

If the PRINCIPAL refuses to pay the Agent subject to this Contract for Hire, the Agent becomes the first secured creditor and has the right to place a lien on products for sale by the PRINCIPAL until the PRINCIPALS' debt to the Agent is eliminated.

**Disputes**

The amount owed the Agent by the PRINCIPAL is defined under the "Compensation", "Reserved Right", and "Compensation after Cancellation" sections in this Contract for Hire. This amount is to be received within 30 days of the PRINCIPAL receiving its savings from the BCWCB or the "Lien to Secure Indebtedness" section will be invoked at the discretion of the Agent.

**General Provisions**

The laws used in the courts of equity in the Province of British Columbia are recognized as having jurisdiction over the terms of this contract.

**Greater Certainty**

The intent of this Contract for Hire is to ensure that 50% of the savings that the PRINCIPAL enjoys as a result in part of the actions of the Agent and the BCWCB are compensated to the Agent by the PRINCIPAL. The Agent will repay to the PRINCIPAL the share of the Agents' compensation identified in the Compensation section of this Contract for Hire represented out of the savings portion identified in this Contract for Hire if any that the BCWCB claws back from the PRINCIPAL.

{2} Acceptance

**Contract for Hire  
Independent Agent Agreement**

**This Agreement** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

To be effective \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Agreement”)

by and between, \_\_\_\_\_, an incorporated company (“PRINCIPAL”),

whose mailing address is C/O \_\_\_\_\_, and  
Ludwig Joseph Gindl (“Agent”),

whose mailing address is C/O \_\_\_\_\_.

**Whereas**, the Principal, an incorporated company, having the natural or statutory right to contract and be contracted with, is desirous to hire the Agent under this Contract for Hire for compensation as opposed to a contract of service for remuneration.

**Whereas**, the Agent, a natural person, having the natural right to contract and be contracted with, desires to perform services in his capacity as a natural person under this Contract for Hire for compensation as opposed to a contract of service for remuneration.

**Now, Therefore**, in consideration of the promises and mutual covenants contained in this agreement, the parties hereby agree as follows:

**1) Affiliation**

Upon acceptance of the Agreement the Agent becomes entitled to all the benefits and privileges provided by the Principal under this Agreement.

**2) Principal and Agent Association**

**Relationship.**

The Agent shall be deemed to be an employee as defined in the B.C. Employment Standards Act’s definition section, “employee”, sub-section (b) or appropriate provincial equivalent, if any, that recognizes the Agent as a natural person. Nothing contained in the Agreement shall be regarded as creating any relationship with the Principal, including without limitation, director/officer, franchisor/franchisee, joint venture, partnership, or shareholder, between the parties other than the Principal and Agent relationship as set forth in this Agreement.

Signifying acceptance of this contract:

\_\_\_\_\_  
Authorized Signature for the PRINCIPAL. Same signature as specified on Page 1

Authorized signature of the Agent \_\_\_\_\_