



TRADE CONTRACTOR'S HEALTH & SAFETY AGREEMENT

Trade Contractor: _____

1. The Trade Contractor has read and acknowledges the measures and procedures relating to occupational health and safety as prescribed in the Occupational Health & Safety Act & Regulations for Construction Projects, together with all other applicable legislation, regulations and standards. The Trade Contractor acknowledges and understands its duties as therein set out and hereby expressly undertakes and agrees to comply with all such requirements and standards in their entirety (including those set out by the hiring client) at the Trade Contractor's expenses.
2. The Trade Contractor further agrees to fully co-operate with all health safety programs, rules and regulations, pre-job meeting, hazard assessments, as well as standards and criteria set or instituted by *Pollard Enterprises Ltd.* (PEL) including PEL's Health & Safety Policy & Procedures (including those set out by the hiring client) which are in furtherance of the Trade Contractor's duties and responsibilities under the Occupational Health & Safety Act as well as those set out by any other interested party (General Contractor/Owner/Client) as set out during pre-start meetings. This would include being given copies of said clients H&S policy (specifically discussing their Drug and Alcohol policy found within).
3. The Trade Contractor agrees to report all incidents immediately to PEL so that they can in turn be communicated immediately to the hiring client. The Trade Contractor, in cooperation with PEL, further agrees to fully participate in any required investigation that will be required to follow up any incidents that may occur.
4. If the health or safety of a worker is endangered or if the procedures put in place to ensure the health and safety of workers on the job site is not being implemented by the Trade Contractor, PEL may take such action as it deems necessary and appropriate in the circumstances, including without limitation the following:
 - a) Will require immediate communication of an incident to both PEL and the property owner,
 - b) Will require the Trade Contractor to be involved in any investigation required regarding the indent
 - c) May require the Trade Contractor to remedy the condition or situation forthwith and at its own expense.
 - d) May require that the site be shut down in whole or in part until such time as the condition or situation has been remedied; and
 - e) May remedy the problem at its own expense and backcharge the Trade Contractor for the cost of such remedial work, together with an appropriate overhead surcharge.
5. The Trade Contractor hereby agrees that in the event of a partial or complete shutdown, a slowdown, or any other disruption in the work by reason of a failure on the part of the Trade Contractor to comply with the terms of these provisions, the Trade Contractor shall be responsible for any and all loss or damage, which PEL may sustain.
6. PEL shall be entitled to backcharge the Trade Contractor for any such loss or damage and to maintain an action against the Trade Contractor for such amounts, in which event the Trade Contractor hereby undertakes and agrees to pay all legal fees, expenses and disbursements of a solicitor, in addition to such amounts as PEL may have incurred by reason of the breach

7. The Trade Contractor agrees to show support for the spirit of the Health & Safety Program, instituted by PEL, by actively promoting the philosophy that all injuries are preventable and whenever there is a safety problem, that is can be resolved through positive discussion and participation and a willingness to make changes for the betterment of the Workers.

8. All subcontractors must provide a signed copy of the Purchase Order with a valid and current WSIB Clearance Certificate, General Liability Insurance Certificate and Form 1000 before commencing work on site. If applicable, subcontractors shall also provide a list of all chemical substances that are to be used and supply a SDS for each product.

9. It is the responsibility of the subcontractor to ensure that their staff are following the Drug and Alcohol policy as set forth in the PEL Health & Safety Policy and the policy of the hiring client with the latter taking precedent.

TRADE CONTRACTOR'S ACKNOWLEDGEMENT

"I HAVE READ AND UNDERSTAND THE CONTENT OF THIS AGREEMENT AND HEREBY AGREE TO THESE TERMS."

TRADE CONTRACTOR:

AUTHORIZED SIGNATURE:

NAME & TITLE:

DATE:
