

MOV MULTI-STAKEHOLDER COOPERATIVE LTD.

HANDYMAN SERVICES PROGRAM AGREEMENT & OPERATIONAL MANUAL

Address: 3525 Pembina Hwy, Winnipeg, MB R3V 1A5

1. Purpose and Scope

This document establishes the agreement, operational rules, and responsibilities governing the tripartite relationship among:

- **MOV Multi-Stakeholder Cooperative Ltd. (“the Cooperative” or “MOVCOOP”)**
- Independent Handymen / Service Providers (“Service Providers”)
- Clients (“Clients”)

The purpose is to clearly define roles, liabilities for the Cooperative, and ensure orderly, compliant, safe, and transparent business conduct.

This agreement applies to all service categories offered through the Cooperative’s handyman program, including but not limited to repairs, installation, maintenance, home improvements, and specialty trade tasks.

2. Legal Status of the Parties

2.1 MOV Multi-Stakeholder Cooperative Ltd.

MOVCOOP operates solely as a **facilitator, introducer, and platform manager** connecting Clients with independent Service Providers. MOVCOOP is not the employer, principal, partner, or supervisor of any Service Provider.

2.2 Service Providers

Service Providers are independent contractors responsible for their own:

- Licenses and certifications
- Insurance
- Compliance with Manitoba and federal regulations
- Pricing transparency
- Tax obligations
- Tools, transportation, and safety equipment

2.3 Clients

Clients engage directly with Service Providers. MOVCOOP is not a party to the service contract between them.

2.4 Clients Responsibilities

The client is responsible to;

- Provide access to the property
- Ensure the work area is safe and prepared
- Cooperate with the contractor handyman
- Pay all fees according to the agreed schedule
- Comply with any additional requirements (e.g., materials, approvals)

3. Limitation of Liability & Indemnification

3.1 General Indemnification

Service Providers agree to indemnify, defend, and hold harmless MOVCOOP, its directors, employees, members, and affiliates from all claims, liabilities, damages, costs, or losses arising from:

- Fraudulent activity
- Non-performance
- Misrepresentation
- Professional misconduct
- Bodily injury or property damage caused by their work
- Pricing disputes
- Payment issues
- Failure to meet legal or regulatory requirements
- Use of unsafe methods, tools, or materials

3.2 No Warranty by MOVCOOP

While MOVCOOP would make reasonable effort to ensure that the skill, expertise, credibility and certification of the independent handyman are up to the required standard:

- Quality of work
- Timeliness
- Accuracy of qualifications
- Final outcomes

The Service Provider is solely responsible for all workmanship-related warranties.

3.3 Limitation of MOVCOOP's Role

MOVCOOP does not:

- Supervise or control work
- Negotiate contracts
- Set prices
- Provide training or certification
- Guarantee payment
- Offer insurance coverage for Service Providers or Clients

4. Requirements for Service Providers

4.1 Mandatory Documentation

Service Providers must supply and keep current:

- Government-issued ID
- Proof of trade certification where applicable (e.g., electrical, plumbing, HVAC)
- Proof of insurance
- Criminal background check (renewed every two years)
- Business registration (if operating as a sole proprietorship or corporation)
- GST/HST number where required

4.2 Insurance Requirements

Minimum coverage:

- General liability insurance (recommended: at least \$2M coverage)
- Workers' compensation enrollment (if required under Manitoba law)
- Vehicle insurance (if transporting tools or travelling to jobs)

MOVCOOP must be named as an additional interested party for notification of policy cancellation only (not as an insured).

4.3 Compliance with Laws and Standards

Service Providers agree to comply with all:

- Manitoba trade licensing regulations
- Building codes
- Safety and workplace laws
- Environmental disposal rules
- COVID/health-related requirements (if in place)

5. Client Engagement Protocols

5.1 Booking & Assignment

- Client requests are submitted through MOVCOOP's designated channels.
- MOVCOOP matches the Client with an available Service Provider.
- Service Providers must confirm acceptance before the booking is finalized.

5.2 On-site Conduct

Service Providers must:

- Be punctual and respectful
- Wear appropriate protective gears (PPE)
- Identify themselves upon arrival
- Complete the job in a professional and timely manner
- Refrain from discriminatory, abusive, or inappropriate behavior

5.3 Work Estimates & Pricing

Before starting any job, Service Providers must:

- Be cleared by MOVCOOP to commence engagement with the client
- Provide a written estimate
- Outline work scope clearly
- Disclose any additional fees
- Obtain Client approval

MOVCOOP is not responsible for price negotiation, disputes, or refunds.

5.4 Payments

Approved payment methods may include:

- Direct payment between Client and Service Provider

MOVCOOP is not liable for:

- Failed payments
- Chargebacks
- Underpayment or overpayment
- Non-payment by Clients

Service Providers are responsible for collecting payment and issuing receipts.

6. Risk Management and Safety Requirements

6.1 Safety Protocol

Service Providers must:

- Use proper PPE
- Follow safe work practices
- Ensure tools are in good working condition
- Comply with WHMIS and Manitoba workplace safety regulations

6.2 Incident Reporting

Any accidents, damages, or safety issues must be reported to MOVCOOP within 24 hours.

MOVCOOP may assist in documenting the event but holds no liability for resulting claims.

7. Fraud, Misrepresentation, and Misconduct

7.1 Prohibited Conduct

Service Providers may not:

- Provide false qualifications
- Overcharge or engage in deceptive pricing
- Perform work beyond their competence or license
- Solicit Clients for off-platform work that bypasses MOVCOOP
- Damage property intentionally or through gross negligence
- Use sub-standard materials or illegal substances on the job

7.2 Penalties for Violation

Violations may result in:

- Removal from MOVCOOP's service roster
- Reporting to regulatory authorities
- Civil or criminal proceedings
- Financial restitution owed to affected parties

MOVCOOP is indemnified against any claim arising from such actions.

8. Records, Data, and Communication Protocols

8.1 Privacy Compliance

MOVCOOP complies with Manitoba and federal privacy laws. Service Providers must:

- Not share Client personal data outside of job requirements
- Secure any information they store
- Delete data after job completion unless required for tax/legal records

8.2 Communication

All communications related to service requests must be transparent and respectful.

MOVCOOP may monitor communication channels to protect clients and maintain quality.

9. Dispute Resolution

9.1 Between Client and Service Provider

MOVCOOP may assist informally but is not obligated to mediate. Formal disputes must be resolved directly between the Client and Service Provider.

9.2 Between MOVCOOP and Service Provider

Issues will be addressed through:

- Written notice of concern
- Opportunity for the Service Provider to respond
- Possible suspension pending review

10. Termination of Participation

MOVCOOP may terminate or suspend a Service Provider for:

- Non-compliance with this agreement
- Fraudulent or unsafe practices
- Repeated Client complaints
- Loss of required licenses or insurance
- Criminal conduct
- And any other form of misconduct

Service Providers may also voluntarily withdraw with advance notice of a minimum of two (2) weeks.

11. Acknowledgment and Acceptance

By signing MOVCOOP's handyman services program, the Service Provider confirms:

- They have read, understood, and accepted this agreement
- They operate as an independent contractor
- They assume full responsibility for their business operations
- They indemnify MOVCOOP against all liabilities described herein
- They will comply with all legal and operational requirements

