

CONTRACT OF ENTERPRISE

BETWEEN

.....

.....

O1 (hereinafter referred to as the "Client")

AND

.....

.....

(hereinafter referred to as the "Contractor")
(the Client and the Contractor hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Client wishes the Contractor to carry out the work described hereafter;

WHEREAS the Contractor wishes to carry out this work, in return for good and valuable consideration;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 SCOPE

O2 2.01 Description of the Work

The Contractor undertakes to carry out the following work for the Client:

.....
(hereinafter referred to as the "Work") in accordance with the specifications and plans set forth in Schedule "....." annexed hereto.

O3 2.02 Term of Work

The period of time required by the Contractor to carry out the Work is

3.00 CONSIDERATION

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Client Contractor
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O4 3.01 Price
In consideration of the Work carried out, the Client shall pay the Contractor an amount of dollars (\$.....), plus applicable taxes, for a total of dollars (\$.....).

O5 3.02 Terms and Conditions of Payment
The Client shall pay the said price to the Contractor as follows:
.....

4.00 SPECIAL PROVISIONS

4.01 Useful Information
The Client acknowledges that, before the signing of this Agreement, the Contractor has provided it with all useful information regarding the Work the Contractor has undertaken to do.

4.02 Permits and Licenses
The Contractor shall hold all necessary permits and licenses, if so required by the appropriate authorities, before and during the Work.

4.03 Means of Performance
Except as regards compliance with the Specifications and Plans, the Contractor shall be free to choose the means of performing this Agreement, and there shall be no relationship of subordination between the Contractor and the Client in respect of such performance.

4.04 Care and Diligence
The Contractor shall act in the best interest of the Client, with care and diligence.

4.05 Rule Book
The Contractor shall act in accordance with usual practice and the rule book, and, where applicable, shall ensure that the Work is in accordance with this Agreement. If he is responsible for the results, the Contractor may not be relieved from its responsibility except by proving "force majeure".

O6 4.06 Subcontracting
Unless there is a provision to the contrary in this Agreement and provided the Contractor has obtained the Client's prior consent, the Contractor may employ any third party in order to perform this Agreement. Nonetheless, its performance shall remain under the Contractor's supervision and responsibility.

OR
The Contractor shall not employ a third party to perform this Agreement, considering that it was entered into specifically in view of his personal qualities (or considering that it could be incompatible with the scope of this Agreement).

4.07 Substitution
If it is impossible for the Contractor to comply with all or part of the above-mentioned specifications or plans, he shall immediately inform the Client and suggest a substitute

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