



## **LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT**

This Liability Waiver and Indemnification Agreement ("Agreement") is entered into by and between Quality Local Contractors ("QLC"), a Canadian-based business with future plans for U.S. expansion, and the undersigned contractor ("Contractor").

### **1. Purpose**

- This Agreement establishes that QLC is not responsible for any disputes, claims, damages, or liabilities arising from the Contractor's services provided to clients.
- The Contractor agrees to assume full responsibility for their work and client interactions, releasing QLC from any related liability.

### **2. Assumption of Risk**

- The Contractor acknowledges that they provide services at their own risk and are responsible for their own safety, insurance, and compliance with industry standards.
- The Contractor understands that QLC does not verify client information or guarantee the success of any lead provided through its platform.

### **3. Indemnification**

- The Contractor agrees to indemnify, defend, and hold harmless QLC, its officers, employees, and affiliates from any claims, damages, losses, liabilities, or expenses (including legal fees) arising from:
  1. The Contractor's performance of services.
  2. Any disputes between the Contractor and a client.
  3. Claims of negligence, misconduct, or contract breaches by the Contractor.
  4. Violations of local, provincial, federal, or applicable U.S. state laws.

- This indemnification obligation survives the termination of this Agreement.

#### **4. Limitation of Liability**

- QLC shall not be liable for any indirect, incidental, special, consequential, or punitive damages related to:
  1. The Contractor's use of QLC's platform or leads.
  2. Any agreements, misunderstandings, or disputes between the Contractor and clients.
  3. The quality, timeliness, or outcome of the Contractor's services.
- QLC's total liability under this Agreement shall not exceed the total fees paid by the Contractor to QLC in the past [X] months.

#### **5. Insurance Requirements**

- The Contractor agrees to maintain appropriate liability insurance as required by industry standards and applicable laws.
- Upon request, the Contractor must provide proof of insurance coverage to QLC.

#### **6. Dispute Resolution**

- Any disputes related to this Agreement shall first be resolved through mediation. If unresolved, binding arbitration shall be conducted in accordance with Canadian law or, upon U.S. expansion, applicable U.S. state law.

#### **7. Governing Law**

- This Agreement shall be governed by and construed under the laws of the Province of Ontario, Canada. Upon QLC's U.S. expansion, applicable U.S. state laws shall also apply.

#### **8. Termination**

- This Agreement remains in effect as long as the Contractor uses QLC's platform.
- Either party may terminate this Agreement with [14] days' written notice.

However, the Contractor's indemnification obligations shall survive termination.