INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN:

_____

(hereinafter referred to as the “Optometry Professional Corporation”)

- and -

_____

(hereinafter referred to as the "Corporation")

WHEREAS the Optometry Professional Corporation and the Corporation wish to enter into a working relationship in which the Optometry Professional Corporation; is an independent contractor and the Optometry Professional Corporation and the Corporation are not partners, associates employers or employees of one another.

AND WHEREAS the Optometry Professional Corporation is incorporated under the *Ontario Business Corporations Act* and has obtained a Certificate of Authorization issued by the College of Optometrists of Ontario (the “College”), which Certificate of Authorization in good standing;

AND WHEREAS the Optometry Professional Corporation wishes to engage in the practice of optometry as an independent contractor with the Corporation in accordance with the terms of this Agreement;

NOW THEREFORE the Optometry Professional Corporation and the Corporation agree as follows:

1. The Optometry Professional Corporation shall practice the profession of optometry under the terms of this agreement with the Corporation as an independent contractor.

2. The Optometry Professional Corporation is and shall remain independent of the Corporation and is not subject to the control of the Corporation with respect to the Optometry Professional Corporation’s conduct of the practice of optometry.

3. The Optometry Professional Corporation shall control the professional services provided to any patient.

4. The Optometry Professional Corporation shall control whom it may accept as a patient.

5. The Optometry Professional Corporation shall provide every patient or his or her authorized representative with a copy of any prescription for eye glasses, contact lenses or subnormal vision devices provided by the Optometry Professional Corporation.

6. The Optometry Professional Corporation shall set the fee charged or collected in respect of any professional service provided.

7. The Optometry Professional Corporation shall control the maintenance, custody and access to the records required to be kept in respect of the practice of optometry.

8. The Optometry Professional Corporation shall have access, along with its staff, to the premises where the Optometry Professional Corporation practices optometry and to the books and records related to its practice, at any time of the day or night.

9. The Optometry Professional Corporation shall ensure that any advertising relating to the professional services it provides meets the requirements set out in regulations made under the *Optometry Act, 1991.*

10. The Optometrist shall pay a reasonable amount of money at fair market value for rent of either office space, equipment or any other services, provided by the Corporation.

11. The Optometry Professional Corporation agrees to make a copy of this Independent Contractor Agreement available for review by the College at any time upon request.

12. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

This agreement is subject to the laws and regulations of the Province of Ontario.

DATED at_____this_____day of_____, 20 .

(Name of the Optometry Professional Corporation)

Per: _____

I have authority to bind the
Optometry Professional Corporation

DATED at_____this_____day of_____, 20 .

(Name of the Corporation)

Per: _____

I have authority to bind the corporation