INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN:

DR. _____

(hereinafter referred to as the "Optometrist")

- and -

_____

(hereinafter referred to as the "Corporation")

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

AND WHEREAS the Optometrist is a Member of the College of Optometrists of Ontario (the "College") and is duly registered and qualified to provide optometry services;

AND WHEREAS the Optometrist 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 Optometrist and the Corporation agree as follows:

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

2. The Optometrist is and shall remain independent of the Corporation and is not subject to the control of the Corporation with respect to the Optometrist's conduct in the practice of optometry.

3. The Optometrist shall control the professional services provided to any patient.

4. The Optometrist shall control who he or she may accept as a patient.

5. The Optometrist 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 Optometrist.

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

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

8. The Optometrist shall have access, along with his or her staff, to the premises where he or she practices and to the books and records related to his or her practice, at any time of the day or night.

9. The Optometrist shall ensure that any advertising relating to the professional services he or she 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 Optometrist 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 Optometrist)

Per: _____

DATED at_____this_____day of_____, 20 .

_____

(Name of the Corporation)

Per. _____
I have authority to bind the Corporation