

DECLARATION AND INDEMNITY

Applicant Name:	
Applicant Job Title:	
Company Name:	
Company Address:	
City:	Province/State:
Identification or Tax Number:	
Applicant type contracted to provide services in Canada (hereinafter referred to as the “Contracted Entity”).	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Company	

I hereby solemnly declare:

OPTION 1

The Contracted Entity is not a non-resident of Canada, as defined in Regulation 105 of the *Income Tax Regulations*, as amended (such *Income Tax Regulation* definition being hereinafter referred to as a “Non-Resident”).

The Contracted Entity hereby covenants and agrees, in consideration of the sum of \$1.00, the receipt and sufficiency of which is hereby acknowledge, to provide written notice to The Corporation of the City of Windsor (the “City”) should the Contracted Entity become a Non-Resident during the currency of the term of any contract, agreement, or other arrangement with the City. The Contracted Entity further covenants and agrees that should the Contracted Entity become a Non-Resident, the Contracted Entity shall provide a new Declaration and Indemnity in the applicable form and to the City’s satisfaction.

OPTION 2

The Contracted Entity is a non-resident of Canada, as defined in Regulation 105 of the *Income Tax Regulations*, as amended (such *Income Tax Regulation* definition being hereinafter referred to as a “Non-Resident”). However, no applicable services pursuant to Regulation 105 of the *Income Tax Regulations*, as amended, will be performed in the matter of _____

_____ *insert Contract/proposal reference number*)

on the basis of _____

_____ *(insert reason for exemption)*.

The Contracted Entity hereby covenants and agrees, in consideration of the sum of \$1.00, the receipt and sufficiency of which is hereby acknowledged, to provide written notice to The Corporation of the City of Windsor (the “City”) should any change occur resulting in a change of the accuracy of the foregoing declaration. The Contracted Entity further covenants and agrees that at the City’s request, the Contracted Entity shall provide a new Declaration and Indemnity in the applicable form and to the City’s satisfaction.

DECLARATION AND INDEMNITY

OPTION 3

The Contracted Entity is a non-resident of Canada, as defined in Regulation 105 of the *Income Tax Regulations*, as amended (such *Income Tax Regulation* definition being hereinafter referred to as a “Non-Resident”).

The Contracted Entity and The Corporation of the City of Windsor (the “City”) believe that a portion of the services are not subject to Regulation 105 withholdings. The Contracted Entity will provide detailed invoices, identifying the services in sufficient detail that the City can perform an assessment of the likely applicability of Regulation 105 to each service. The Contracted Entity acknowledges that payments from the City will be provided net of 15% withholding under Canada Revenue Agency (“CRA”) Regulation 105, of the *Income Tax Regulations*, as amended, as relates to the services the City deems are likely subject to Regulation 105, unless the Contracted Entity provides to the City an appropriate waiver approved by CRA.

OPTION 4

The Contracted Entity is a non-resident of Canada, as defined in Regulation 105 of the *Income Tax Regulations*, as amended (such *Income Tax Regulation* definition being hereinafter referred to as a “Non-Resident”). The Contracted Entity acknowledges that payments from The Corporation of the City of Windsor (the “City”) will be provided net of 15% withholding under Canada Revenue Agency (“CRA”) Regulation 105, of the *Income Tax Regulations*, as amended, unless the Contracted Entity provides to the City an appropriate waiver approved by CRA.

Should the City become liable to Canada Revenue Agency, or any other authority, for the payment of withholdings under Regulation 105 of the *Income Tax Regulations*, as amended, the Contracted Entity shall defend, indemnify and hold harmless the City, its Council, officers, employees, agents and contractors, of, from, and against all manner and form of loss, claims, demands, suits, actions, interest, expenses, costs (including legal fees and disbursements on a substantial indemnity basis), penalties, damages, and withholdings whatsoever which in any way may be made, brought, or otherwise assessed or attributed to the City for any reason whatsoever, whether directly or indirectly arising, by or for any act or omission, relating to the declarations made herein, including if the City errs in its assessment of the likely applicability of Regulation 105.

Any notice required to be provided herein, shall be provided, in writing, to The Corporation of the City of Windsor, 350 City Hall Square West, Suite 530, Windsor, Ontario, N9A6S1, Attention: City Clerk.

I hereby solemnly declare I am an authorized signing officer for the Contracted Entity and that all information included in this form is complete and accurate.

Solemnly declared before me this _____)
day of _____, 20_____, in the)
City of _____,)
Province/State of _____.)

_____)
Commissioner of Oaths, Notary Public, etc)

Signature

I have authority to bind the Contracted Entity