

EXAMPLE #1: CONSULTING / CONTRACT AGREEMENT

THIS AGREEMENT made in triplicate this ___ day of _____, 2018.

BETWEEN:

ABC Consulting Agrologist Inc.
Box 1234
City/Town, Saskatchewan
S0A 1B2

("CONSULTANT" or "CONTRACTOR")

- and -

_____ (Name)

of _____ (Address)

_____ (City/Province)

_____ (Postal Code)

(hereinafter called the "CLIENT")

AGROLOGY CONSULTING / CONTRACTOR AGREEMENT

1. SERVICES TO BE PERFORMED:

1.1 THE CONSULTANT/CONTRACTOR agrees to provide agrology services to investigate and report on the following problem identified by the CLIENT:

[Initials Required _____]

1.2 THE SERVICES will cover (*list land description, products, seed and such*):

[Initials Required _____]

1.3 EXPECTED timeline:

- (a) Investigation: _____
- (b) Results from Tests: _____
- (c) Preliminary Oral Report: _____
- (d) Written Final Report: (if necessary): _____

The Parties agree that the timeline set out above, is an estimate only and that the **CONSULTANT/CONTRACTOR** will in no way be liable for any delays - including, but not limited to delays beyond the control of the **CONSULTANT/CONTRACTOR**.

[Initials Required _____]

2. CLIENT'S OBLIGATIONS:

2.1 THE CLIENT will:

- (a) Provide all necessary background information and histories required for a complete investigation. If required, the **CLIENT** will sign all oral summaries or testimonies.
- (b) Provide samples, seed tags and other such materials as may be required by the **CONSULTANT/CONTRACTOR**.
- (c) Ensure that all materials and information provided by the **CLIENT** to the **CONSULTANT/CONTRACTOR** is full, complete and accurate.
- (d) Provide permissions and access to the **CONSULTANT/CONTRACTOR** to enter the lands under investigation, at all reasonable times.

3. COST AND PAYMENT:

3.1 THE CLIENT agrees to pay to the **CONSULTANT/CONTRACTOR** the sum of ONE HUNDRED AND FIFTY (\$150.00) DOLLARS per hour (plus GST and PST - if any) for any and all time spent on this matter (including, but not limited to personal interviews, telephone calls, inspections, research, consultation, investigation, correspondence, preparing and writing reports, travel, preparation for and attendance at Mediation Services, preparation for litigation, etc). Actual appearances in Court will be billed at \$300.00 per hour for time waiting to testify and Court appearances.

In addition to the above hourly fees, the **CLIENT** will be responsible for paying all of the **CONSULTANT/CONTRACTOR's** out-of-pocket costs, including but not limited to travel (at 40 cents per km), cost of all forensic services necessary from outside laboratories (plant and tissue diagnosis, soil samples and such), freight or postage costs, etc..

3.2 THE CLIENT will pay an initial deposit of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS upon execution of this Contract and in advance of any investigation. The **CONSULTANT/CONTRACTOR** will then provide an Interim Invoice with the Preliminary Report and a Final Invoice with the Final Report, or sooner, if no Final Report is necessary. The **CLIENT** agrees to make payment of all Invoices within FIFTEEN (15) DAYS following the date of such Invoice. Any unpaid balance after the expiration of the said period of FIFTEEN (15) DAYS shall bear interest at the rate of TWO (2) PERCENT per month, or an equivalent annual rate of TWENTY-SIX AND EIGHTY-TWO HUNDREDTHS (26.82) PERCENT.

3.3

THE CLIENT may terminate this Contract before the **CONSULTANT/CONTRACTOR** provides its Final Report, however, the **CLIENT** will be responsible for paying for all fees and out-of-pocket expenses of the **CONSULTANT/CONTRACTOR** to the date of termination.

4.

LIMITATION OF LIABILITY AND INDEMNITY:

4.1

The **CONSULTANT/CONTRACTOR** and its employees, agents and directors are not responsible or liable if inaccurate or any incomplete information is provided by the **CLIENT** and/or for any matter which is beyond the control of the **CONSULTANT/CONTRACTOR** and/or for any matters which are beyond the ordinary investigation standards of Forensic Agrologists.

4.2

IN ANY EVENT, the **CONSULTANT/CONTRACTOR** and its employees, agents and directors are limited in liability to the fee paid for the Investigation Services and Report in the event that the **CLIENT** or any third party claims that the **CONSULTANT/CONTRACTOR** is in any way liable for any reason with respect to its obligations hereunder.

4.3

THE CLIENT hereby agrees to indemnify and defend and hold harmless the **CONSULTANT/CONTRACTOR** and its employees, agents and directors from any and all third party claims against **ABC Consulting Agrologist Inc.** and its employees, agents and directors, relating to the Services or Services Report or any other matter hereunder.

