

# 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.

**5. GENERAL TERMS:**

**5.1 ALL PRELIMINARY** information will be held in complete confidence (for example, samples will be referred to by case number and not by contact name to third party testing facilities). The **CLIENT** can waive the confidentiality with notice to the **CONSULTANT/CONTRACTOR**. The Report prepared by the **CONSULTANT/CONTRACTOR** is at the request of the **CLIENT** and on behalf of the **CLIENT** and for the use and benefit of the **CLIENT**. The Final Report and other any information provided to the **CLIENT** pursuant to this Agreement can be used in whole or in part and released to third parties **with the CONSULTANT/CONTRACTOR's prior written permission**.

**PROFESSIONAL** courtesy has other Professional Agrologists or reviewers that would critique the Report must provide written notice to the Report writer, before doing so.

**A FINAL REPORT** entered into evidence becomes public record at that point.

**5.2 THIS AGREEMENT** and documents herein referred to, constitutes the entire agreement between the Parties hereto, and supersede any and all prior representations, discussions or agreements, whether written or oral. No amendment, change or variance from this agreement shall be binding on either party unless mutually agreed to in writing and signed by the parties hereto. If any provision of this agreement is held invalid or unenforceable by any Court of final jurisdiction, it is the intent of the parties that all other provisions of this agreement shall be construed to remain fully valid and enforceable and binding on the parties.

**5.3 THIS AGREEMENT** is made pursuant to, and shall be resolved and governed by, and construed in accordance with the laws of the Province of Saskatchewan.

**5.4 EACH WORD** in the singular, includes the plural and vice-versa. Each word in the masculine, includes the feminine and vice-versa. Reference to either party includes reference to such party's employees, agents and directors.

**5.5 THIS AGREEMENT** shall enure to the benefit of and be binding upon the parties hereto and their representative, successors, heirs, executors, administrators, assigns and other legal representatives.

**IN WITNESS WHEREOF, ABC Consulting Agrologist Inc.**, has hereunto affixed its corporate seal, attested to by the hands of its proper officers in that behalf, this \_\_\_\_ day of \_\_\_\_\_, AD. 2018.

**ABC Consulting Agrologist Inc.**

(corporate seal)

**IN WITNESS WHEREOF** \_\_\_\_\_(Name) has

hereunto set his/her/their hand(s) and seal(s), this \_\_\_\_ day of \_\_\_\_\_, AD. 2018.

SIGNED, SEALED and DELIVERED

in the presence of:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
Witness