

EXAMPLE RETAINER AGREEMENT

ENTERED INTO AND BETWEEN:

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

("CONSULTANT" or "CONTRACTOR")

- and -

**John Doe Incorporated
(Herein represented by John Doe)**

of 123 Saskatchewan Avenue
City/Town, SK
H0H 0H0

(hereinafter called the "CLIENT")

AGROLOGY SERVICES RETAINER AGREEMENT

1. RETAINER

- 1.1 The CLIENT shall pay to the CONSULTANT/CONTRACTOR a non-refundable retainer fee of \$2,500.00 where after the CONSULTANT/CONTRACTOR shall reserve its services to the CLIENT for a period of 360 days ("RETAINER PERIOD") from date of execution of this agreement and payment of the retainer fee, whichever occurs last.
- 1.2 This agreement shall automatically terminate upon completion of the RETAINER PERIOD.
- 1.3 The CLIENT may terminate this Contract at any time during the RETAINER PERIOD, with or without cause. In the event of such termination, the CLIENT shall immediately pay the CONSULTANT/CONTRACTOR all sums of money with respect to fees and expenses of the CONSULTANT/CONTRACTOR, up to the date of termination.
- 1.4 This agreement only reserves the CONSULTANT/CONTRACTOR'S availability for employment by the CLIENT and shall in no way prevent the CONSULTANT/CONTRACTOR from performing work for other clients during the RETAINER PERIOD.
- 1.5 The CONSULTANT/CONTRACTOR shall not act as an agent for, consultant to, or as an officer, employee, or other representative of any party that has an adverse interest in the matter for which CLIENT has retained the CONSULTANT/CONTRACTOR. The CONSULTANT/CONTRACTOR hereby warrants that there is no conflict of interest between the CONSULTANT/CONTRACTOR's other employment, if any, or other contracts, if any, and the activities to be performed hereunder. The CONSULTANT/CONTRACTOR shall promptly advise CLIENT if a conflict of interest arises in the future.

2. COSTS AND PAYMENT:

- 2.1 In addition to the payments set forth above, the CLIENT agrees to pay to the CONSULTANT/CONTRACTOR the following for any services it performs:

- 2.1.1 TWO HUNDRED DOLLARS (\$200.00) 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).
- 2.1.2 FOUR HUNDRED DOLLARS (\$400.00) per hour for time waiting to testify and Court appearances.
- 2.1.3 All of the CONSULTANT/CONTRACTOR'S out-of-pocket expenses, including but not limited to travel (at 50 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.
- 2.1.4 ONE DOLLAR FIFTY CENTS (\$1.50) per kilometer for the use of a side-by-side vehicle.
- 2.2 Payment of fees and expenses to the CONSULTANT/CONTRACTOR is not contingent upon whether the opinions or results of any research undertaken pursuant to this engagement is favourable to the CLIENT or the outcome of a matter. The CONSULTANT/CONTRACTOR will review all materials and provide an opinion in an objective manner, and consequently, the CLIENT accepts that the CONSULTANT/CONTRACTOR cannot and does not assure that the opinion will be favourable to the CLIENT in any particular matter on which the CONSULTANT/CONTRACTOR is engaged.

3. CLIENT'S OBLIGATIONS:

3.1 The CLIENT will:

- (a) Provide all necessary 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.

4. LIMITATION OF LIABILITY AND INDEMNITY:

- 4.1 The CONSULTANT/CONTRACTOR and its employees, agents and directors shall not be liable for any damages whatsoever relating to the services it performs for the CLIENT.
- 4.2 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 I.M. AGRO and its employees, agents and directors, relating to the Investigation or Investigation 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 any other 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.**

- 5.2 PROFESSIONAL courtesy has other Professional Agrologists or reviewers that would critique the Report must provide written notice to the Report writer, before doing so.
- 5.3 A FINAL REPORT entered into evidence becomes public record at that point.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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 Agrologists Inc., has hereunto affixed its corporate seal, attested to by the hands of its proper officers in that behalf, this _____ day of _____, A.D. 201__.

ABC Consulting Agrologists Inc.

(corporate seal)

IN WITNESS WHEREOF, Commissioner of Oaths has hereunto set their hand(s) and seal(s), this _____ day of _____, A.D. 201__.

SIGNED, SEALED and DELIVERED)
)
in the presence of:)
)
)
)
_____)

Witness

John Doe Incorporated