

SAMPLE CONSULTING / CONTRACT AGREEMENT

AGROLOGY CONSULTING / CONTRACTOR AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20__

BETWEEN:

ABC Consulting Agrologist Inc.
PO Box 1234, City/Town SK S0A 1B2
(hereinafter called the "CONSULTANT" or "CONTRACTOR")

-and-

_____ (name)
(Address, City/Town Province Postal Code)
(hereinafter called the "CLIENT")

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 timelines 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 _____]

2.0 CLIENT'S OBLIGATIONS

2.1 The **CLIENT** will:

- 2.1.1 Provide all necessary background information and histories required for a complete

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investigation. If required, the **CLIENT** will sign all oral summaries or testimonies.

- 2.1.2 Provide samples, seed tags and other such materials as may be required by the **CONSULTANT / CONTRACTOR**.
- 2.1.3 Ensure that all materials and information provided by the **CLIENT** to the **CONSULTANT / CONTRACTOR** are full, complete and accurate.
- 2.1.4 Provide permissions and access to the **CONSULTANT / CONTRACTOR** to enter the lands under investigation, at all reasonable times.

3.0 COST AND PAYMENT

- 3.1 The **CLIENT** agrees to pay to the **CONSULTANT / CONTRACTOR** the sum of _____ (\$_____.__) per hour (plus GST and PST, as applicable) 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 _____ (\$_____.__) per hour (plus GST and PST, as applicable) for time waiting to testify and Court appearances.

In addition to the above hourly fees, the **CLIENT** will be responsible for paying for all of the **CONSULTANT's / CONTRACTOR's** out-of-pocket expenses, including, but not limited to, travel (at \$0.____ per km) (plus GST and PST, as applicable), 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 _____ (\$_____.__) upon execution of this Agreement and in advance of any investigation. **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 _____ (__) days following the date of such invoice. Any unpaid balance after the expiration of the said period of _____ (__) days shall bear interest at the rate of _____ (__) percent per month, or an equivalent annual rate of _____ (____.____) percent.
- 3.3 The **CLIENT** may terminate this Agreement before the **CONSULTANT / CONTRACTOR** provides the 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.

4.0 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.

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5.0 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 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's / CONTRACTOR's prior written permission**.

Professional courtesy has other Professional Agrologists, Technical 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 constitute 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 representatives, 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 _____, 20____.

ABC Consulting Agrologist Inc.

(corporate seal)

In witness whereof, _____ **(name of client)** has hereunto set his/her/their hand(s) and seals(s), this _____ day of _____, 20____.

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

Name