

SAMPLE RETAINER AGREEMENT

ENTERED INTO AND BETWEEN:

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

(hereinafter called the "CONSULTANT / CONTRACTOR")

- and -

John Doe Incorporated

(herein represented by **John Doe**)

123 Saskatchewan Ave, 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 \$_____ (\$_____) where after the CONSULTANT / CONTRACTOR shall reserve its services to the CLIENT for a period of _____ 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's / 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's / 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 _____ (\$_____) 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).

SAMPLE RETAINER AGREEMENT

- 2.1.2 _____ (\$_____) per hour (plus GST and PST, as applicable) 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 \$_____ 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.
- 2.1.4 _____ (\$_____) per km (plus GST and PST, as applicable) 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 **ABC Consulting Agrologist Inc.** 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's / CONTRACTOR's prior written permission.**

