

CONSULTING AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

Consultant Name: _____

Consultant Address: _____

Client Name: _____

Client Address: _____

RECITALS

WHEREAS, Consultant possesses expertise and experience in providing consulting services as described herein; AND WHEREAS, Client desires to retain Consultant to perform such services under the terms and conditions set forth in this Agreement; NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Services

Consultant shall provide to Client the consulting services described in Exhibit A attached hereto and incorporated herein by reference (the “Services”). Consultant shall exercise professional skill, care, and diligence in performing the Services.

2. Term

This Agreement shall commence on the Effective Date and shall continue until completion of the Services or termination as provided herein.

3. Compensation

Client shall pay Consultant the fees set forth in Exhibit B attached hereto. All payments shall be made in Canadian dollars. Consultant shall invoice Client according to the schedule set forth in Exhibit B, and Client shall pay invoices within thirty (30) days of receipt.

4. Expenses

Consultant shall be reimbursed for reasonable pre-approved out-of-pocket expenses incurred in connection with the performance of the Services upon submission of receipts.

5. Independent Contractor

Consultant is engaged as an independent contractor and not as an employee or agent of Client. Consultant shall have no authority to bind or obligate Client in any manner without prior written consent.

6. Confidentiality

Consultant agrees to keep confidential all information disclosed by Client that is designated as confidential or which ought reasonably to be considered confidential. This obligation shall survive the termination of this Agreement.

7. Intellectual Property

All work product, inventions, designs, documents, and materials developed by Consultant in connection with the Services shall be the sole property of Client. Consultant hereby irrevocably assigns all rights, title, and interest in such work product to Client.

8. Warranties and Representations

Consultant represents and warrants that Consultant has the right to enter into this Agreement and perform the Services, and that the Services will be performed in a professional and workmanlike manner consistent with industry standards.

9. Indemnification

Consultant shall indemnify and hold harmless Client, its officers, directors, and employees, from and against any claims, damages, liabilities, costs, and expenses arising out of Consultant's gross negligence or willful misconduct in performing the Services.

10. Limitation of Liability

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable for indirect, incidental, consequential, special, or punitive damages arising out of this Agreement.

11. Termination

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. Upon termination, Consultant shall be entitled to payment for Services performed and expenses incurred up to the effective date of termination.

12. Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall solicit for employment or engagement any employee or contractor of the other party without prior written consent.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of Ontario.

14. Dispute Resolution

The parties agree to attempt to resolve any dispute arising under this Agreement amicably through good faith negotiations. If unresolved, disputes shall be submitted to mediation before a mutually agreed mediator prior to initiating litigation.

15. Entire Agreement

This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and communications relating to the subject matter herein.

16. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

17. Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by registered mail, or by electronic mail to the addresses set forth above or such other address as a party may specify by notice.

18. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. Waiver

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of that right.

20. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument.

CONSULTANT'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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