

CONTRACT PROPOSAL AGREEMENT

Proposal Number: _____ Reference: _____

Proposer Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone / Email: _____

Client Information:

Client Name: _____

Contact Person: _____

Address: _____

Phone / Email: _____

Proposal Details:

Project/Service Description: _____

Financial Terms:

Total Price: _____ CAD

Payment Terms: _____

Scope of Work / Deliverables:

The Proposer agrees to provide the services and/or deliver products as outlined in this proposal. All deliverables will conform to specifications mutually agreed upon by the Proposer and Client. Any modifications or additions to the scope must be documented and agreed upon in writing.

Terms and Conditions:

1. Definitions

In this Agreement, 'Proposer' means the party proposing the services or goods, 'Client' means the party receiving the proposal. This Agreement constitutes a legally binding contract upon acceptance.

2. Offer and Acceptance

This proposal is an offer to enter into a contract under Canadian law. Acceptance by the Client constitutes mutual agreement to all terms contained herein.

3. Payment

Payments shall be made in Canadian dollars as set out in the Financial Terms. Late payments may incur interest at the maximum rate permitted by applicable law.

4. Delivery

The Proposer shall deliver goods or services as described under Scope of Work by the agreed milestones. Time is not of the essence unless explicitly stated.

5. Warranties

The Proposer warrants that the goods and services will conform to applicable standards and specifications and be free from defects for a reasonable period.

6. Limitation of Liability

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable for consequential or indirect damages.

7. Confidentiality

Both parties agree to keep confidential all proprietary and sensitive information exchanged in connection with this Agreement.

8. Termination

Either party may terminate this Agreement upon written notice if the other party breaches any material term and fails to cure within a reasonable time.

9. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of Canada and the Province in which the Client is located. The parties consent to the exclusive jurisdiction of the courts therein.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior communications, representations, or agreements.

11. Amendments

Any amendments to this Agreement must be in writing and signed by duly authorized representatives of both parties.

12. Force Majeure

Neither party shall be liable for delays or failure in performance due to causes beyond their reasonable control, including but not limited to acts of God, labor disputes, or governmental actions.

13. Independent Contractors

The parties acknowledge that they are independent contractors and nothing in this Agreement creates a partnership, joint venture, or agency relationship.

14. Notices

All notices under this Agreement shall be in writing and delivered by hand, courier, registered mail, or electronic means with receipt confirmation to the addresses provided herein.

15. Severability

If any provision is found invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

16. Waiver

Failure to enforce any provision shall not constitute a waiver of future enforcement of that or any other provision.

17. Assignment

Neither party may assign its rights or obligations without prior written consent of the other party.

18. Compliance with Laws

Both parties shall comply with all applicable laws, statutes, ordinances, and regulations in performing their obligations under this Agreement.

19. Dispute Resolution

Disputes shall first be attempted to be resolved amicably through negotiation. If unresolved, disputes shall be submitted to mediation or arbitration as agreed by the parties.

20. Execution

This Agreement may be executed in counterparts and delivered electronically. Each counterpart shall be deemed an original.

PROPOSER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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