**CONTRACT FOR CONSULTING SERVICES**

**BETWEEN:**

**[Primary Party]**

(the “Association”)

- and -

**[Name of Consultant]**

(the “Consultant”)

(collectively referred to as the “Parties”)

#### TERM

1. The term of this Agreement shall commence on and terminate automatically on (the “Expiration Date”), with the option for renewal to upon agreement by the Parties.
2. The Parties may terminate this Agreement at any time before the Expiration Date upon fourteen (14) days’ written notice.
3. The Association may terminate this Agreement at any time before the Expiration Date without notice if the Consultant breaches a material term of this Agreement.

#### SERVICES TO BE PROVIDED

1. The Consultant shall perform those services set out in Appendix “A" of this Agreement, and, in addition, shall perform such other services as the Association may assign from time to time (the “Services”). The Consultant agrees that all Services under this Agreement will be performed personally or under the direction of [Consultant Name].
2. The Association grants the Consultant the authority and discretion to do such things as may be reasonably necessary for the purposes of performing the Services. However, the Consultant shall not have the authority or discretion to enter into any agreement, contract or understanding that legally binds the Association or otherwise assume, create or incur any obligations or liabilities on behalf of the Association, except as expressly provided for in this Agreement, without first obtaining the prior written consent of the Association.
3. The Consultant shall not be responsible for correspondence, payment of invoices or other payments on behalf of the Association, or incoming mail logging and distribution.
4. The Association shall perform the services set out in Appendix “B.”

#### OTHER TERMS AND CONDITIONS

1. Delivery of Advisory services shall consist of 2 in-person visits per month as well as telephone or email at the discretion of the Consultant.

#### FEES

In consideration of the Services provided, the Association shall pay to Consultant the amount of $2,500 plus GST per month as a retainer as well as covering travel and accommodation expenses for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Payment will be issued upon receipt of an invoice for Services rendered and a monthly report of Services on a form provided by the Association. The Consultant agrees to clearly reference any applicable GST registration number on all such invoices provided to the Association. Payment will be made to the Consultant within 30 days following receipt by the Association of an invoice prepared by the Consultant outlining the extent of Services provided.

#### HOURS OF WORK

There shall be no set hours of work. However, the Consultant agrees to be reasonably available to provide Services to the Association as may be required.

#### INDEPENDENT CONTRACTOR

1. The Consultant is and shall remain at all times an independent contractor and is not, and shall not represent itself to be an agent, officer or employee of the Association or as being related to the Association in any way other than as an independent contractor. The Consultant agrees not to make any representations or engage in any acts that could establish an apparent relationship of agency or employment with the Association. For greater certainty, the Association shall not be bound by any agreement, contract, representation or warranty made by the Consultant with any other person, firm or corporation or by any action of the Consultant, except where the Consultant has first obtained the prior written consent of the Association. Nothing contained in this Agreement is intended to create nor shall be construed as creating an employment relationship between the Consultant and the Association, or the Association and any employee of the Consultant.
2. The Consultant has sole responsibility, as an independent contractor, to comply with all laws, rules and regulations relating to the provision of Services, including without limitation, requirements under the Income Tax Act (Canada), the Employment Insurance Act (Canada), and the Canada Pension Plan Act relative to its employees. The Consultant shall be solely responsible for deducting any and all applicable federal and provincial taxes, deductions, premiums, and amounts owing with respect to those Fees paid by the Association and remitting in a timely manner such amounts to those governmental authorities as may be prescribed by law.
3. As an independent contractor, the employees of the Consultant shall not be entitled to any employment related benefits from the Association. Upon termination of this Agreement for any reason, the Association shall be responsible for paying only the Fees associated with Services provided by the Consultant up to and including the last date on which the Consultant provided Services to the Association. This Section shall survive the termination of this Agreement and shall remain binding on the Consultant.

#### WARRANTY

The Consultant agrees to provide the Services in a competent, efficient, professional, timely and safe manner and at all times in compliance with (i) applicable law; (ii) Association bylaws, policies, and procedures as shall be in force; and (iii) the terms of this Agreement.

The Consultant agrees to keep all information about the Association’s clients in strictest confidence and to return confidential files to the Association upon completion of the terms of this Agreement.

#### REGISTRATIONS

The Consultant shall have a Goods and Services Tax (“GST”) registration number, if applicable, and shall be responsible for deducting remitting GST to the applicable regulatory authorities in accordance with the Excise Tax Act (Canada).

#### INDEMNITY

The Consultant agrees to indemnify and hold harmless the Association, its officers and office holders, representatives, agents and employees from and against any and all claims, demands, suits, losses, fines, surcharges, damages, costs and expenses arising out of the Consultant’s failure to comply with such laws. The Consultant further agrees to indemnify and hold the Association, its directors, officers, representatives, agents and employees harmless from and against any and all liabilities, claims, demands, suits, losses, fines, surcharges, damages, costs and expenses relating to the injury or death of any person, damage to or destruction of any property, which is directly or indirectly caused by any act or omission on the part of the Consultant or any employees of the Consultant engaged in providing Services to the Association. The Consultant also agrees to indemnify and hold harmless the Association from and against all losses, liabilities or expenses relating to any claim, action, application or suit by its employee alleging that he is employed by the Association in respect of performing Services under this Agreement.

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#### COMMUNICATION BETWEEN CONSULTANT AND UNITED WE CAN

**[Primary Party] Representation**

**[Primary Party]** appoints Manager of Sustainability to represent **[Primary Party]** with the Consultant. For the purposes of this agreement all activity/service related inquiries should be directed to Manager of Sustainability. All communication between the Consultant and **[Primary Party]** regarding this agreement must be between the Representative and the Consultant.

#### ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes and replaces any and all other representations, understandings, negotiations and previous agreements, written or oral, express or implied with respect to the Services.  The Parties do not rely upon or regard as being material any representations or other agreements not specifically incorporated into and made part of this Agreement.

#### CHANGES TO AGREEMENT

Any modifications or amendments to this Agreement must be in writing and signed by both Parties or else they shall have no force and effect. The Parties specifically acknowledge that the Association’s continued retention of the Consultant shall be sufficient and ample consideration supporting any future modifications or amendments to this Agreement.

**SIGNED, SEALED & DELIVERED:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Authorized signatory: [Primary Party]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**“the Consultant”**

#### APPENDIX “A”

#### SERVICES TO BE PROVIDED BY THE CONSULTANT

Oversee the [Project] plan as related to seeding, growing and harvest and provide advice on marketing and other farm related issues. Advisory should include, but is not limited to:

* + Project planning and technical oversight Additional site selection, planning, and development
  + Training of staff and management both on-sight and at Foxglove Farm
  + Marketing support
  + Media support
  + Fundraising support
  + Be available on an ongoing basis to Manager by telephone and e mail for consulations/support.
  + Commit to 2 visits per month to the [project site]

provide monthly reports in electronic format to the Association detailing client groups worked with under this Agreement, on a form provided by the Association – form is attached as Appendix “C”.

**APPENDIX “B”**

#### SERVICES TO BE PROVIDED BY THE ASSOCIATION

* Overall project management of the [project].
* Selection, hiring and supervision of resident farmers
* Management of day to day operations

**APPENDIX “C”**

**Advisory and Referral Services Monthly Report – Consultant**

The Consultant will provide the following information for all referred clients on a monthly basis:

* Summary of work completed at each visit
* Summary of the status of the farm plan
* Recommended follow-up action