

# SAMPLE CONTRACT

**This contract is included as an example only. It is not intended to be used verbatim in every consulting/mentoring project. A contract such as this is not required by the Canada Council and is not a condition of funding. In many cases, you will develop your own contract or letter of agreement with your consultant or mentor. If, however, you would like to use the sample contract provided below, please feel free to use or alter it as you wish. The Canada Council for the Arts is not responsible for the use of this sample contract. Prior to signing any agreements, the lawyer or secretary of your Board of Directors should review and approve all legal documents.**

## CONSULTING AGREEMENT

**THIS AGREEMENT** is made as of the \* day of \*, 20\*

### BETWEEN:

#### **THE XYZ PERFORMING ARTS COMPANY**

(hereinafter referred to as "XYZ")

### AND:

(hereinafter referred to as the "Consultant")

#### **1. ENGAGEMENT**

XYZ hereby retains the Consultant and the Consultant hereby agrees to provide XYZ with consulting services as set forth in Appendix 1, for a term of \* days/months, commencing on [date], in accordance with the terms and conditions of this Agreement.

#### **2. CONSULTING FEE**

2.1 XYZ shall pay to the Consultant the sum of CAD\$ \* a day for up to, but not exceeding, \* days. Payment shall be made to the Consultant on a monthly basis upon receipt of an invoice detailing the number of days for which services were rendered. The invoice shall [or shall not] include any provincial sales tax and GST required to be charged to XYZ.

2.2 Reimbursement of the Consultant for any travel, accommodation and incidental expenses incurred in connection with the delivery of the services shall require the prior written approval of XYZ and shall be subject to the delivery to XYZ of receipts and invoices by the Consultant.

#### **3. CONFIDENTIAL INFORMATION**

The Consultant acknowledges and agrees that it shall not, during the term of this Agreement, or at any time thereafter, directly or indirectly, disclose or grant access to XYZ's confidential information to any third party, nor shall it use or exploit such information for any purpose other than those of XYZ.

#### **4. STATUS OF PARTIES**

The Consultant's relationship with XYZ shall be that of an independent contractor and not that of an employee or agent. The Consultant shall be solely responsible for remitting such amounts as may be required by law to the Canada Customs and Revenue Agency, the Employment Insurance Commission, the Workers' Compensation Board and the Canada or Quebec Pension Plan.

#### **5. INDEMNIFICATION OF XYZ**

In the event that XYZ is required to make any payment to any third party in relation to this Agreement, the Consultant shall immediately indemnify and hold harmless XYZ against any and all claims, expenses, costs, losses or debts incurred by XYZ.

#### **6. TERMINATION**

6.1 This Agreement shall be terminated immediately in the event: a) that a party has failed

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to perform or otherwise breached any of its obligations hereunder, including where the Consultant has failed to provide the expertise identified in Appendix 1; b) of bankruptcy, insolvency or dissolution of either party; or (c) that either party shall make a general assignment for the benefit of its creditors or suffer or permit the appointment of a receiver for its business or assets.

6.2 Upon the expiration or termination of this Agreement, the Consultant shall forthwith return to XYZ all of XYZ's confidential information, all copies thereof, any related material including without limitation, memoranda, notes and documents containing extracts or reproductions of proprietary information, all copies thereof, and all other property of XYZ in the Consultant's possession or control.

6.3 Upon the termination of this Agreement in accordance with the terms of clause 6.1, the Consultant shall be paid all amounts due and owing hereunder to the date of termination. Upon the termination of this Agreement, all other amounts shall be null and void.

## **7. AGREEMENT IN ENGLISH**

The parties have required that this Agreement as well as any notice, document or proceedings relating hereof be written in English. Les parties aux présentes ont exigé que le présent contrat, ainsi que tout autre avis, document ou procédure s'y rapportant soient rédigés en anglais.

SIGNED, SEALED AND DELIVERED THIS \* DAY OF

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PER: SECRETARY-TREASURER  
THE XYZ PERFORMING ARTS COMPANY

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PER: CONSULTANT Name:

## **APPENDIX I**

Expertise and services required to be performed by the Consultant:

**(a) Expertise to be made available to XYZ:**

The Consultant will provide Mr./Ms. \* to perform the services as required pursuant to the provisions of this Agreement.

**(b) Services:**

Insert the pertinent details. Some suggested considerations are outlined above in the guide - Section #12 (a - m). Please include any other relevant material.