

# REPRESENTATION AGREEMENT

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

## Parties:

This Representation Agreement (the "Agreement") is entered into by and between:

Representative Name: \_\_\_\_\_  
Representative Address: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Client Address: \_\_\_\_\_

## 1. Appointment

Client hereby appoints Representative as its exclusive representative to act on Client's behalf in matters relating to the services described herein, and Representative accepts such appointment, subject to the terms and conditions of this Agreement.

## 2. Scope of Representation

Representative agrees to provide representation services including, but not limited to, consultation, negotiation, and communication with third parties as authorized by Client. Representative shall act diligently and in good faith to further Client's interests.

## 3. Term

This Agreement shall commence on the date of execution and shall continue until terminated by either party in accordance with Section 8 herein.

## 4. Compensation

Client agrees to pay Representative fees as outlined in the attached Schedule A. All fees are exclusive of applicable taxes, which shall be borne by Client. Payment terms and schedule shall be set forth in Schedule A.

## 5. Confidentiality

Representative shall maintain in strict confidence all confidential information received from Client and shall not disclose such information to any third party without Client's prior written consent, except as required by law or as necessary to perform the services under this Agreement.

## 6. Compliance with Laws

Representative agrees to comply with all applicable federal, provincial, and municipal laws, regulations, and professional standards in the performance of services under this Agreement.

## 7. Relationship of the Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between Client and Representative. Representative is an independent contractor and shall have no authority to bind Client.

## 8. Termination

Either party may terminate this Agreement upon providing written notice to the other party at least 30 days prior to the intended termination date. Upon termination, Client shall pay Representative for all services rendered up to the effective date of termination.

## **9. Indemnification**

Client agrees to indemnify and hold Representative harmless from any claims, damages, liabilities, and expenses arising out of or in connection with the services performed hereunder, except to the extent caused by Representative's gross negligence or willful misconduct.

## **10. Limitation of Liability**

In no event shall Representative be liable to Client for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement, regardless of the form of action, even if Representative has been advised of the possibility of such damages.

## **11. Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by nationally recognized overnight courier, or mailed by registered or certified mail, postage prepaid, to the addresses set forth above or such other addresses as the parties may designate in writing.

## **12. Governing Law**

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, without regard to conflicts of law principles.

## **13. Dispute Resolution**

Any dispute arising out of or in connection with this Agreement shall be resolved by mediation administered by a mutually agreed upon mediator in Ontario. If mediation fails, the dispute shall be resolved by binding arbitration conducted in Ontario in accordance with the Arbitration Act, 1991 (Ontario).

## **14. Entire Agreement**

This Agreement, including any attached schedules, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations, whether oral or written.

## **15. Amendments**

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

## **16. Severability**

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

## **17. Waiver**

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

## **18. Counterparts**

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

## **19. Headings**

Headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision.

## **20. Assignment**

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

**REPRESENTATIVE SIGNATURE**

**CLIENT SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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