

RETAINER AGREEMENT

TO: InTown
P. O. Box 871
Postal Station "B"
Sudbury, ON
P3B 4S1

AUTHORITY TO ACT

1. _____ ("Client") **HEREBY RETAINS AND INSTRUCTS** InTown ("Counsel") to advise and to act on its behalf in the following matters:
- a. _____

_____ ; and
- b. Such other matters as instructed either orally or in writing by an authorized representative.

AUTHORITY OF COUNSEL

2. The Client hereby authorizes and directs Counsel as follows:
- a. To employ on the Client's behalf such counsel, such experts and such agents as Counsel considers necessary or proper and the Client agrees to pay all reasonable amounts that may be charged for services and expenses incurred on the Client's behalf;
- b. To enlist in Counsel's discretion another lawyer or law clerk for assistance;
- c. To accept service on the Client's behalf of any and all documents related to the Client's matters subject of this Agreement by any party adverse in interest to it;
- d. To release any and all information to any parties Counsel considers appropriate at any time and for any purpose;
- e. To conduct the matters subject to this Agreement as Counsel sees fit, to commence any proceeding and to bring any interim proceedings or motions as Counsel in its discretion may consider necessary and proper and to either defend or consent to any interim proceedings or motions as Counsel sees fit;
- f. To use other lawyers, clerks and students as deemed appropriate by Counsel at the established rates by the firm for their services. Rates may be varied annually, without notice and Counsel shall advise the Client of such rates at the Client's request.

3. Where applicable, the Client authorizes and directs that any and all settlement or trial judgment monies paid shall be directed to be paid to Counsel to be held in trust by Counsel. The Client authorizes Counsel to apply such funds to any of your outstanding unpaid accounts of the Client for fees, disbursements and HST.

TERMS OF PAYMENT AND FEE SCHEDULE

4. The Client acknowledges that the fees may be based on the time spent on this matter on the Client's behalf, subject to adjustments for the amount involved, negotiations with Counsel, the work scope of the project, the overall workload provided to InTown by the specific municipality, the complexity of the issues, any cost sharing arrangements, the urgency, the advice provided and the results obtained, as well as other factors used by lawyers in setting reasonable fees. If applicable, Counsel shall make its time records available to the Client for a review at any mutually convenient time should any questions or concerns arise.

Disbursements include such items as transcripts, actual travel costs, computerized legal research, word processing, facsimile charges and fees for counsel, agents and experts, photocopy charges and delivery charges, etc.

Court fees include such items as filing fees, surcharges, translation costs, etc.

5. The Client understands that Counsel will render periodic accounts (generally on a monthly basis).
6. The Client acknowledges that it has been advised that the final billing for fees will be based on the services received by the client and the outcome.
7. The Client acknowledges and agrees that accounts overdue by thirty (30) calendar days from the date of such account being rendered shall bear interest pursuant to the provisions of the *Solicitors Act*, R.S.O. 1990, c S.15.

TERMINATION OF AGREEMENT

8. The Client may terminate this Agreement at any time provided it pays in full, upon invoice, all outstanding disbursements, court fees and interest thereon, and Counsel's fees payable in accordance with this Agreement.
9. Counsel may withdraw its services in appropriate circumstances upon the Client's receipt of actual notice or written notice mailed to the Client's last known address or by any other method Counsel deems appropriate, which shall be deemed reasonable notice. In the event Counsel withdraws, it shall be entitled to compensation as set out herein.
10. Where applicable, in the event that either party terminates this Agreement, the Client will immediately give Counsel a Notice of Change of Solicitors or a Notice of Intention to Act in Person. The only exception to this is that Counsel may not stop acting for the Client (unless the Client agrees) when trial

is imminent and the Client has both paid Counsel's interim accounts and given a deposit sufficient to cover the estimated legal fees, disbursements and court fees to the conclusion of a trial.

11. The Client understands that it must advise Counsel immediately of any change in address, email, phone numbers or contact information. Where applicable, the Client also understands that it will be asked to execute a Consent to this effect if an application to the Court is required. The Client further understands that if an application to the Court is required to permit Counsel to withdraw from acting on the Client's behalf, the Client's last known address will be filed with the Court and thereafter all further communication by the Court to the Client concerning its case will be sent there.

JOINT RETAINER (WHERE APPLICABLE)

12. The Parties (seeking the joint retainer) hereby acknowledge having requested Counsel to act for both (all) of them in this matter and confirm their acknowledgment that as a result of this Joint Retainer, no information which Counsel receive in connection with the subject-matter from either or any Party can be treated as confidential so far as the other Party(s) is concerned.
13. The Parties hereby consent to Counsel acting on behalf of both (all) of them and further acknowledge having been advised that if any conflict of interest develops which cannot be resolved, Counsel cannot continue to act for any or all Parties in this matter and that each of the Parties may be obliged to seek independent legal representation.
14. The Parties have carefully read this Agreement and are jointly and severally liable for payment of their accounts.

INTERPRETATION

15. This Agreement contains the entire agreement of the Parties. No other agreement, statement or promise made on or before the date of execution of this Agreement will be binding on the Parties.
16. This Agreement may be modified by subsequent agreement of the Parties only by an instrument in writing signed by the Parties.
17. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of the Agreement will be severable and remain in effect.
18. Failure of any Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers, or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.
19. The prevailing Party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable legal fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.
20. Where this Agreement is signed by more than one party, the singular means the plural.

BINDING

21. This Agreement and everything herein contained shall enure to the benefit of and be binding upon the Parties, their heirs, executors, managers, successors and permitted assigns.

COUNTERPARTS

22. For convenience, this Agreement may be executed and delivered in counterparts by facsimile or by email transmission of the executed Agreement scanned in a Portable Document Format (PDF file) to the extent such electronic execution is permitted under Ontario's *Electronic Commerce Act, 2000*, S.O. 2000, c. 17. Each instrument when executed in counterpart, scanned and delivered shall be deemed an original and collectively all such instruments shall constitute the Agreement to be valid and binding upon the Parties. Any Party executing this Agreement and transmitting it via facsimile or email using PDF shall immediately upon request provide an originally signed counterpart of this Agreement, provided however, that any failure to provide such originally signed counterpart shall not constitute a breach of this Agreement.

[Signatures follow on next page.]

InTown

ENABLING MUNICIPALITIES TO BUILD COMMUNITIES

IN WITNESS WHEREOF _____

duly executed this Agreement on the ____ day of _____, 20____.

Day ____ Month ____ 20 ____

Per:

Signature:

Name:

Title:

I have the authority to bind the corporation.

IN WITNESS WHEREOF _____

duly executed this Agreement on the ____ day of _____, 20____.

Day ____ Month ____ 20 ____

Per:

Signature:

Name:

Title:

I have the authority to bind the corporation.

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