

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and effective this **JULY 1ST 2019**,

BETWEEN: **GREGORIAN GROUP** (the "Consultant"), a corporation organized and existing under the laws of Canada, with its head office located at: 12755 39 Av. Montreal, Quebec H1E7C3

AND: **YI LU & WEIGANG LIN** (the "Client"), residing at: 4789 Boulevard Guenette, Chomedey, Laval, H7T 2H2

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. CONSULTATION SERVICES

The client hereby employs the consultant to perform the following services in accordance with the terms and conditions set forth in this agreement: The consultant will;

- Meet with the client on many occasions to assess needs and wishes.
- Meet with the client to overlook budget and design of the single-family home.
- Provide the client with floorplans and elevations for the project.
- Provide the client with a 3D rendering of the project.
- Accompany the client to various suppliers to choose finishes and materials.
- Communicate all material choices and specifications to the sub-contractors contracted by the client.
- Assist the client in the acquisition of permits.
- Provide a detailed handover to each sub-contractor of the project and its scope of work.
- Act as a liaison and advisor to the project between the client and the sub-contractors.
- Ensure that the sub-contractors respect the budgets and design intent of the project.
- Aid the evaluator in assessing the project for the purpose of awarding the mortgage.

2. TERMS OF AGREEMENT

This agreement will begin **JULY 1ST 2019** and will end **DECEMBER 1ST 2019**.

- a) **Mandate:** The client is committing to hiring the consultant for their design and consulting services and acknowledges that the consultant will act as a liaison between the contractor and the client.

- b) **Changes/Communication:** Any change to the scope of work affecting costs, will be reviewed by both parties.

The consultant is responsible to communicate all information not limited to costs, lead times, issues and / or concerns in relation to the project and its sub-contractors etc.

The client is responsible to communicate to the consultant any changes desired and agrees not to communicate any changes directly to the sub-contractors performing the work.

3. TIME DEVOTED BY CONSULTANT

The consultant hitherto has worked on the above project beyond the hours and cost associated with the drawings. These hours were for consulting work, and design work, regarding selection of finishes, permit acquisition, discussion with the client, the bank, and the city, and other related consultations.

4. PLACE WHERE SERVICES WILL BE RENDERED

The consultant has and will perform most services in accordance with this contract at their head offices, at the home of the client and at construction site. In addition, the consultant will perform services on the telephone, and by email, and at such other places using various methods, as necessary to perform these services in accordance with this agreement. The consultant may also visit the site and manage the project according to the design intent stipulated by the client and the drawings.

5. PAYMENT TO CONSULTANT

- a) **Rate:** The consultants fee will be **7.5%** of the total construction cost of the project for work performed in accordance with this agreement.

Total cost of the project is estimated at, but not limited to, **\$331,031.21** minus exclusions.

Total consulting fee is therefore calculated as follows **7.5% of \$324,781.21** totaling **\$24,358.60**.

- b) **Exclusions:** The cost of the drawings **\$6250.00** will be excluded from the estimated cost of construction, therefore, the total cost of the project is estimated at **\$324,781.21**. It has also been agreed upon that the purchase price of the land will not be included in the estimated project cost in accordance to this agreement.
- c) **Inclusions:** 3D renderings were included at no additional cost to the client, however, any change to the renderings will incur an additional cost at a rate of **\$50 per hour**.
- d) **Changes:** The client agrees to pay the consultant **7.5%** of any and all increases in costs due to unforeseen events or additions to the scope of work.
- e) **Disbursement:** Payment is due progressively as follows;

20% when excavation begins	\$4,871.72
30% when faming is finished	\$7,307.58
40% when finishing is completed	\$9,743.44
10% at end of project.	\$2,435.86

*All amounts are before taxes.

6. INDEPENDENT CONTRACTOR

Both the client and the consultant agree that the consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the consultant shall be responsible for payment of all taxes including GST and QST arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and Provincial income tax, and any other taxes or business license fee as required.

7. CONFIDENTIAL INFORMATION

Both parties agree that all information between all parties will be kept confidential.

8. EMPLOYMENT OF OTHERS

The consultant may from time to time use the services of others. If the consultant does so to carry out work stipulated in this agreement, then those costs are to be covered by the consultant.

Any and all costs unassociated to the scope of work to be performed by the consultant will be a chargeable expense to the client.

9. LIMITATION OF LIABILITY

GREGORIAN GROUP will not be liable for the negligence of third parties, including but not limited to, architects, engineers, general contractors, sub-contractors, and others, whether these third parties were referred to by, or hired directly for services rendered by **GREGORIAN GROUP**.

Notwithstanding any provision to the contrary, the total liability of **GREGORIAN GROUP**, and its directors, employees, and consultants, for all losses, damages, costs, and expenses, including attorney's fees, shall not exceed **15%** of the aggregate amount paid to **GREGORIAN GROUP** under this Agreement, regardless of the legal theory under which such liability is imposed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT

CONSULTANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

CLIENT

Authorized Signature

Print Name and Title