

## Retainer Agreement

1. I, **{{Client's First Name}} {{Client's Last Name}}**, hereby instruct(s) Mamann, Sandaluk & Kingwell LLP (the Firm) to act on my **behalf**, in whatever manner you deem expedient and to employ whatever assistance and expend such disbursements as you deem necessary and reasonable in connection with the legal services listed out in Schedule "A".
2. It is understood and agreed that should I/we fail or refuse to honour, for whatever reason, any term of this agreement, I/we shall immediately assume responsibility for the handling of my legal affairs and the Firm is hereby relieved of any obligation to begin or continue work on my behalf.
3. I/We understand that no work will be done on my behalf and no disbursements incurred until the initial payment is deposited in your trust account and a retainer agreement executed. I/We understand that any retainer provided will be deposited in a trust account in the name of the Firm. Any money paid by anyone on behalf of the client will be held in trust by the Firm for the sole benefit of the client and will be refunded only to the client(s) unless otherwise directed in writing by the client.
4. I/We hereby acknowledge receiving a copy of this retainer agreement and the attached Schedule "A", which form part of this agreement.
5. This Retainer Agreement and Schedules "A" and, where applicable, Schedule "B" and Schedule "C", constitute the whole agreement between us and shall be governed by the laws of the Province of Ontario. THIS AGREEMENT MAY NOT BE AMENDED IN WHOLE OR IN PART, NOR MAY ANY PAYMENT OR FEE BE WAIVED NOR DELAYED, UNLESS IT IS AUTHORIZED IN WRITING BY A PARTNER OF THE FIRM.
6. It is agreed by doing so, I/we shall pay the above-noted fees plus all proper disbursements which the Firm incurs on my/our behalf, plus HST, if applicable as outlined in "Schedule A".
7. **Services:** I hereby acknowledge that the legal fees quoted include only the services specifically mentioned in this agreement. Any other services i.e. applications for an extension of visitors status, work permits, Minister's Permits, and any out-of-office attendances, which are not specifically mentioned here are not included. I acknowledge that you are not in a position to provide me with taxation or corporate advice insofar as the application of Canada's taxation or corporate laws or the taxation or corporate laws of any other country may affect my relocation or business investment plans. Should such advice be required, I hereby agree to seek appropriate advice from an appropriate source to which you may refer me at your discretion.

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8. **Disclosure of Facts:** I acknowledge that I have and will accurately and fully disclose to the Firm all the facts relating to me and my dependents and/or sponsor, that may be material to my case including any and all pending charges or past convictions whether or not pardoned or excused; any past or pending immigration application in Canada or the USA including all immigration applications, or denials of entry; any studies or employment in Canada which were not specifically authorized; any changes in marital status or medical condition; and any misrepresentation made to any immigration or governmental agency. I agree to be truthful in every respect of my dealings with you.
9. **Delegation:** I understand that any part of my case may be handled by any lawyer or by another employee of the Firm under the direct supervision of a lawyer. No specific lawyer or employee shall be required to deliver such services unless specified in writing herein. In the event that such individual is no longer with the Firm, another individual in the Firm, with similar experience, will be assigned to handle my affairs.
10. **Communications with Immigration Officials:** I further agree that, under no circumstances, during the course of your representation, am I to contact the immigration authorities except in consultation with you. I agree that any and all inquiries, which I might have regarding my case, shall be directed through your office. I further undertake to immediately forward to the Firm any correspondence received directly from the immigration authorities. I further understand that you may from, time to time, disclose information about me as you, in your discretion, consider necessary to advance the interests of my case. Subject to any legal requirement to disclose information, all communications with counsel will be kept confidential. I acknowledge and agree that counsel may disclose information regarding the Application to his associates and/or staff as may be reasonably necessary. These associates and/or staff will be bound by the same duties of confidentiality. I understand that counsel will not, on any occasion, be required to put forth any false, misleading or incomplete information to immigration authorities regarding my case.
11. **Joint Retainers:** Where the Firm represents more than one client on a matter, it is understood that the Firm will not be required to keep any information provided by one client from the other. In the event of a conflict, the Firm may withdraw its services from one or both of the clients, as circumstances warrant.
12. **Interpretation and Translation Services:** I acknowledge that the Firm is not responsible to communicate with me in any language other than in English. If I am unable to communicate in English I shall supply my own interpreter proficient in my language, and at my own expense, to attend meetings to interpret for me and to read and translate for me any documents in any language to my language of comprehension. Any documents that are not in English which are required by the Firm to complete the services to be delivered herein shall be translated at my own expense.

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13. **Hearings/Interviews:** In the event that any witnesses or I fail(s) to appear for a hearing or meeting with immigration officials, an additional fee shall be charged for time spent at the applicable hourly rate. It is understood that if the above services include any immigration hearing or interview which has not yet been scheduled, all payments not yet due are accelerated and become due in certified funds no later than one month before the scheduled date of the hearing. Fees quoted are presumed to be for hearings in the Greater Toronto Area. If the hearing or interview be transferred out of the GTA an additional fee may apply.
14. **Applications outside Canada:** I acknowledge that if the services covered by this agreement call for an application to be processed outside of Canada, I may be required to attend an interview at that processing center with my spouse and/or children. I understand that it is my responsibility to be in possession of a valid passport and all required visas to attend such interview and that applying for or obtaining such documents is not the responsibility of the Firm unless specifically mentioned herein.
15. **U.S. Immigration Matters:** In compliance with the requirements of the Bar of the State of New York, trust funds received in connection with pending U.S. immigration matters are held by “Mamann, Sandaluk & Kingwell LLP in trust” at the Canadian Imperial Bank of Commerce, 1 Queen Street East, Toronto, Canada, M5C 2W5.
16. **No Guaranteed Outcome:** I acknowledge that while an opinion may have been provided to me as to the strength of my case, at no time has any individual in the employ of the Firm guaranteed the success of any application or immigration hearing undertaken on my behalf and thereby, no fees will be refunded unless agreed upon with the responsible lawyer where circumstances warrant.
17. **Early Termination by Client:** In the event that I terminate this agreement for any reason other than the breach of this agreement by the Firm I shall pay a fee in accordance with the following schedule:
- Any time after file opening, minimum payment of \$250.00;
  - Before submission of application, minimum plus fee based on a *quantum meruit* basis; or
  - After submission of application, full fees as agreed;
18. **Early Termination by the Firm:** In the event that the Firm terminates this agreement for any reason other than my breach of this agreement, fees performed at the time of such termination shall be billed and payable on a *quantum meruit* basis. I further understand that payment shall be due immediately at the time of any such termination.
19. **File Retention:** I shall not call upon the return of any visa, permit, original document, or copy thereof while any monies are owed to the Firm under the terms of this retainer or any other retainer agreement I may sign with the Firm. I agree to collect my file within 60 days of the completion of the services contemplated by this agreement or by any early termination of it. Any documents not collected by me

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may be stored by the Firm at an offsite location maintained by a third-party storage facility and shall be destroyed in accordance with the Firm's retention policy. If I subsequently require any document from my file I shall pay, in advance, the estimated cost of retrieval and estimated costs of storage.

20. **Fee Quotation:** I acknowledge that the fees agreed are based on the facts presented to the Firm at the time of entering this agreement. Such agreement shall become null and void, at the option of the Firm if I failed to disclose to the Firm any fact which I was required to disclose, and which may complicate my case or my case becomes more complicated for any reason other than the fault of the Firm.
21. **Government Fees and Disbursements:** It is agreed that government processing fees are **not included** in the above amounts and are due when payable to government authorities.
22. **HST:** I hereby agree to be responsible for payment of the Harmonized Sales Tax (HST) applicable with respect to any fees for services rendered and/or disbursements incurred. I further acknowledge that if, at any time, services are rendered on my behalf while I am in Canada, the HST shall immediately attach to all goods and services covered by this agreement.
23. **Credit Card Payments:** Payments received by credit card on account of government processing fees or right-of-landing fees only are subject to a handling charge of 4% which will be added to my account. Any payments which were made, in whole or in part, by credit card, shall be subject to a 4% handling charge.
24. **Interim and Final Accounts:** I acknowledge that the Firm may issue interim accounts for work performed. Payment of all accounts is due upon receipt. Non-payment of any account for thirty (30) days shall constitute a breach of this agreement. Interest will be charged in accordance with the Solicitors Act on overdue accounts. In the event that I wish to dispute any portion of an account, I agree to pay the account in full, and have the account assessed by an assessment officer authorized by law to assess such accounts.
25. **Refund Policy:** I acknowledge and agree that in the event that my application is refused or is unsuccessful due to criminal or medical inadmissibility or false documentation, counsel shall not be held accountable and shall not be required to refund any part of any fee already paid. However, should my application be refused due to an error in the assessment of my application or due to a negligent action by any individual in the employ of the Firm all fees paid by me to the Firm will be refunded. Furthermore, in the event of a refund, I acknowledge and agree that the money will be issued by the Firm to the payor of those funds.
26. **Governing Law:** I/we agree that this Agreement is governed by and shall be construed in accordance with the laws of the Province of Ontario.

MAMANN, SANDALUK & KINGWELL LLP

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Initials

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Initials

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DATED AT {{Location\_Where\_Signed}} this {{Day}} day of {{Month}},{{Year}}.

**Approved by the Client(s)**

**Approved by Mamann, Sandaluk, & Kingwell LLP**

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{{Client's First Name}} {{Client's Last Name}}

\_\_\_\_\_  
{{Name of Associate or Lawyer for MSK}}

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Associate Signature**