



**RETAINER AGREEMENT**

*Application for Canadian Temporary Resident Visa*

**BY AND BETWEEN:**

**Last Name (family name):**

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**First Name (given name):**

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**Mailing address:**

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**Telephone Number:**

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**E-mail Address:**

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(the "CLIENT")

AND:

**COHEN IMMIGRATION LAW INC**, a professional services corporation, having its head office at 1303 Greene Avenue, Suite 200, Westmount, Québec, H3Z 2A7, Canada, herein represented by a duly authorized signatory

(the "LAW FIRM")

**PREAMBLE:**

The CLIENT hereby agrees to retain the LAW FIRM to provide legal counsel and assistance with regard to Canadian immigration and the LAW FIRM does hereby agree to provide such services, the whole subject to the following terms and conditions.

**Cohen Immigration Law Inc**  
1303 Greene Avenue, Suite 200  
Westmount (Québec) H3Z 2A7, Canada



**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

**1. ENGAGEMENT OF THE LAW FIRM**

The CLIENT hereby agrees to engage the LAW FIRM in order to assist him or her with submission of a single application for a Canadian Temporary Resident Visa (the APPLICATION). This assistance shall be provided by the LAW FIRM exclusively from Canada.

The LAW FIRM shall use its reasonable professional efforts to assist the CLIENT under this Retainer Agreement and the CLIENT expressly acknowledges that the LAW FIRM cannot guarantee the outcome as well as the processing times of the APPLICATION or the actions of the Government of Canada.

The LAW FIRM shall provide services under the terms of this Retainer Agreement till the final disposition of the submitted APPLICATION by the Canadian Immigration Authorities. However, the CLIENT acknowledges that the LAW FIRM will not be required to continue providing services under this Retainer Agreement if, through no fault of the LAW FIRM, the APPLICATION is not submitted to the appropriate Canadian Immigration Office within six (6) months of the execution of this Retainer Agreement.

**2. DUTIES OF THE LAW FIRM**

The LAW FIRM shall:

- (i) Advise the CLIENT's as to the forms, supporting documentation, and Government Fee(s) required for the APPLICATION;
- (ii) Assist the CLIENT in the preparation of the Canadian Government application forms;
- (iii) Advise the CLIENT on the evidence required to support the CLIENT's APPLICATION;
- (iv) Review the CLIENT's application and supporting documents prior to submission to the Canadian Immigration Authorities;
- (v) Prepare a detailed cover letter, addressed to the appropriate Canadian Immigration Office, in support of the CLIENT's APPLICATION;
- (vi) Submit the CLIENT's APPLICATION package, at the CLIENT's expense, to the appropriate Canadian Immigration Office and verify its arrival;
- (vii) Track the CLIENT's APPLICATION through the entire application process.



### 3. DUTIES OF THE CLIENT

The CLIENT shall:

- (i) Provide valid contact information, including email, telephone, and mailing address, to the LAW FIRM, at all times during the validity of this Retainer Agreement, and immediately notify the LAW FIRM of any changes in contact information;
- (ii) Immediately disclose to the LAW FIRM all information related to any and all current or prior criminal charges and/or convictions in any country, any health issues that have affected or affect the CLIENT or any of his/her dependents, and any prior refusals to enter Canada, unauthorized admissions to Canada, or deportations from Canada or any other country;
- (iii) Provide all information and documents requested by the LAW FIRM and the Canadian Immigration Authorities in a timely, accurate, honest and forthright manner and, where necessary, have the same translated accurately into English or French at the expense of the CLIENT;
- (iv) Immediately advise the LAW FIRM of any and all written, electronic or telephone communication received by the CLIENT from Canadian Immigration Authorities;
- (v) Attend all interviews if called upon to do so by Immigration Authorities. The CLIENT is responsible for making all necessary travel arrangements at his or her own expense;
- (i). Pay the Fee(s) required by the Canadian Government for the handling and processing of the application as well as for any medical examinations, if required;
- (ii). Pay to the LAW FIRM "In Trust" all of the fees payable to the LAW FIRM, as set forth in the section the FEES. The CLIENT expressly agrees that it is the CLIENT's entire responsibility to ensure that the said fees arrive in full, in the designated currency, including any applicable taxes, at the LAW FIRM's principal place of business in Montreal, Canada.

### 4. FEES

The CLIENT agrees to pay to COHEN IMMIGRATION LAW INC IN TRUST the amount of **USD 950** on account of the LAW FIRM FEES as per the following schedule:

- The sum of **USD 700** immediately upon execution of this Retainer Agreement by the CLIENT;



- The sum of **USD 250** immediately upon confirmation from the LAW FIRM that the CLIENT's application is ready for dispatch to the appropriate Canadian Immigration Office, or 60 days after execution of this Retainer Agreement, whichever occurs earlier.

The CLIENT agrees that the LAW FIRM shall not be required to commence or continue carrying out the Duties herein set forth until such time as the LAW FIRM has received the said fees in trust.

The CLIENT authorizes the LAW FIRM to release the first and second installment of the LAW FIRM FEES from the LAW FIRM's trust account after the LAW FIRM has established a file for the CLIENT in its office and reviewed the CLIENT's qualifications.

The CLIENT expressly recognizes that only the LAW FIRM is authorized to issue receipt(s) for payment of the LAW FIRM's FEES and that the said receipt(s) will only be issued upon the reception of the LAW FIRM's fees by the LAW FIRM as herein set forth.

## **5. REFUND POLICY**

The CLIENT acknowledges that there shall be no refund due if, through no fault of the LAW FIRM, the APPLICATION is not submitted, not accepted, terminated, withdrawn or cannot proceed due to reasons relating to government policy (including any Ministerial Instructions), a change in law, regulation or selection criteria, circumstances beyond the LAW FIRM's control (*force majeure*) and/or if the CLIENT fails to adequately support all qualifications claimed. In addition, the CLIENT also acknowledges that there shall be no refund due if the CLIENT's APPLICATION is refused, rejected, withdrawn or cannot proceed due to reasons related to health, criminality/security or if the CLIENT voluntarily withdraws the APPLICATION. In any event, the LAW FIRM's total liability under this Retainer Agreement is limited to any the FEES paid by the CLIENT to the LAW FIRM.

## **6. INTERPRETATION**

- (i). This Retainer Agreement shall be governed by the laws in effect in the Province of Quebec, Canada.
- (ii). As the context may require, the singular shall include the plural and vice versa; words importing the masculine shall include the feminine gender and vice versa;
- (iii). This Retainer Agreement can be executed by one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counter parts shall together constitute one and the same instrument;
- (iv). This Retainer Agreement constitutes the entire agreement between the LAW FIRM and the CLIENT and supersedes any and all prior communications, agreements, understandings, negotiations and discussions, whether oral or written, pertaining to the subject matter hereof.



The parties acknowledge that they have requested that the foregoing be drawn up in the English language only; Les parties reconnaissent qu'elles ont exigé que ce qui précède soit rédigé seulement en la langue anglaise.

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**CLIENT Signature**

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Date

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**COHEN IMMIGRATION LAW INC**

\_\_\_\_\_  
Date