

RETAINER AGREEMENT

Client Name: _____ Effective Date: _____

Parties:

This Retainer Agreement (“Agreement”) is made between:

Service Provider: _____

Client: _____

Recitals:

WHEREAS, Service Provider agrees to provide certain professional services to Client as described in this Agreement; and WHEREAS, Client desires to retain Service Provider to perform such services under the terms and conditions set forth herein.

1. Services:

Service Provider shall provide to Client the professional services (the “Services”) as described in the attached Scope of Work, which is incorporated by reference into this Agreement. Service Provider agrees to perform the Services diligently and to the best of its ability in accordance with industry standards.

2. Retainer Fee and Payment Terms:

Client agrees to pay Service Provider a retainer fee in the amount agreed upon by the parties prior to commencement of Services. Payments shall be made according to the schedule set forth in the attached Fee Schedule. Any additional services beyond the Scope of Work shall be billed separately at the rates specified in the Fee Schedule. Payments shall be due within thirty (30) days of invoice.

3. Term and Termination:

This Agreement shall commence on the Effective Date and shall continue until the Services are completed or until terminated by either party upon thirty (30) days written notice. Either party may terminate this Agreement immediately for cause if the other party breaches any material term of this Agreement and fails to cure such breach within fifteen (15) days after written notice.

4. Confidentiality:

Each party agrees to maintain in confidence all confidential information disclosed by the other party and to use such information only for purposes of performing obligations under this Agreement. Confidential information shall not include information that is publicly available or rightfully received from a third party without restriction. This obligation shall survive termination of this Agreement.

5. Independent Contractor Status:

Service Provider is an independent contractor and nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, joint venture, or agency relationship between the parties. Service Provider

shall be solely responsible for payment of all taxes and other obligations arising from compensation paid under this Agreement.

6. Intellectual Property:

All intellectual property rights, including without limitation copyrights, patents, trademarks, and trade secrets, created or developed by Service Provider in connection with the Services shall be the sole property of Service Provider unless otherwise agreed in writing. Client is granted a non-exclusive, non-transferable license to use any deliverables solely for Client's internal purposes.

7. Liability and Indemnification:

Service Provider's liability under this Agreement shall be limited to direct damages and shall not exceed the total fees paid by Client hereunder. Neither party shall be liable for any indirect, incidental, consequential, special, or punitive damages. Client agrees to indemnify, defend, and hold harmless Service Provider and its affiliates from any claims arising out of Client's use of the Services except to the extent caused by Service Provider's gross negligence or willful misconduct.

8. Governing Law and Dispute Resolution:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of law principles. Any disputes arising under or in connection with this Agreement shall be resolved first through good faith negotiation between the parties. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association in _____ County, State of _____.

9. Entire Agreement:

This Agreement, including all exhibits and attachments hereto, constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written, relating to the subject matter hereof. No amendment or modification shall be effective unless in writing and signed by both parties.

10. Notices:

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail (return receipt requested), or by email with confirmation of receipt, to the addresses set forth in the attached signature pages or such other addresses as designated by notice.

11. Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and the invalid provision shall be replaced with a valid provision that most closely reflects the parties' original intent.

12. Waiver:

No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or

default. Failure to enforce any provision of this Agreement shall not constitute a waiver of such provision.

13. Counterparts and Electronic Signatures:

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. Electronic signatures or PDF copies of signatures shall be deemed valid and binding as originals.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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