

# RETAINER AGREEMENT

*For ongoing professional services with recurring fees*

**Attorney Use:** If this Agreement is being used by a lawyer, additional requirements apply under the rules of professional conduct in your jurisdiction — including (in many jurisdictions) holding unearned funds in a client trust or IOLTA account, providing periodic billing statements showing how the retainer is being drawn down, written notice of any conflicts of interest, and specific language regarding fee disputes. Adapt this template accordingly and have it reviewed by counsel familiar with your jurisdiction’s bar rules.

This Retainer Agreement (the “Agreement”) is entered into as of \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), by and between:

## CLIENT

<b>Legal Name</b>	
<b>Address</b>	
<b>Tax ID / Reg. No.</b>	
<b>Authorized Representative</b>	
<b>Email</b>	
<b>Telephone</b>	

## SERVICE PROVIDER (“Provider”)

<b>Legal Name</b>	
<b>Address</b>	
<b>Tax ID / Reg. No.</b>	
<b>Authorized Representative</b>	
<b>Email</b>	
<b>Telephone</b>	

The Client and the Provider are referred to individually as a “Party” and collectively as the “Parties.”

## 1. Engagement and Type of Retainer

1.1 The Client engages the Provider, and the Provider agrees, to provide the services described in this Agreement on a retainer basis.

1.2 Type of Retainer. (Select one.)

- (a)  General Retainer (Availability) — The retainer fee secures the Provider’s availability and priority access for the Client during the Term, regardless of hours actually used. The fee is earned upon payment and is non-refundable.
- (b)  Prepaid (Drawdown) Retainer — The retainer is an advance deposit against fees and expenses, drawn down as services are performed. Any unused balance is refundable upon termination.
- (c)  Hybrid — The monthly retainer fee includes a set number of hours; additional hours are billed at the rates set out in Article 3.

**2. Scope of Services**

2.1 The Provider shall provide the following services during the Term (the “Services”):

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Additional detail may be set out in Exhibit A (Statement of Work / Scope), which is incorporated by reference.

2.2 Out-of-Scope Work. Work outside the Services shall be performed only after the Parties agree in writing on the additional scope and fees. Out-of-scope work shall not draw down hours included in the retainer unless mutually agreed.

2.3 Specific Matter Limit. (Optional.) The Services are limited to the following matter: \_\_\_\_\_ . Other matters require a separate engagement.

**3. Retainer Fee, Hours, and Rates**

3.1 Retainer Fee. The Client shall pay the Provider a recurring retainer fee of \$ \_\_\_\_\_ per \_\_\_\_\_ (month / quarter) (the “Retainer Fee”).

3.2 Included Hours. The Retainer Fee includes up to \_\_\_\_\_ hours of Services per billing period (the “Included Hours”).

3.3 Hourly Rates for Additional Work. Time beyond the Included Hours, and any out-of-scope work, shall be billed at:

Role / Title	Hourly Rate	Minimum Increment
Principal / Partner		

Role / Title	Hourly Rate	Minimum Increment
Senior Associate / Consultant		
Associate / Analyst		
Paralegal / Coordinator		
Other: _____		

3.4 Time Tracking. The Provider shall track time in increments of \_\_\_\_\_ (e.g., one-tenth or one-quarter of an hour) and shall maintain itemized records available to the Client upon reasonable request.

3.5 Rollover of Unused Hours. (Select one.)

- (d)  Included Hours not used in a billing period do not roll over and have no cash value;
- (e)  Up to \_\_\_\_\_ unused hours may roll over to the next billing period only and expire thereafter;
- (f)  Other rollover terms: \_\_\_\_\_.

**4. Expenses and Disbursements**

The Client shall reimburse the Provider for reasonable, pre-approved out-of-pocket expenses incurred on the Client’s behalf (e.g., travel, third-party services, filing fees, subscriptions, software licenses), at cost (or at cost plus \_\_\_\_\_% administrative markup). Single expenses above \$\_\_\_\_\_ shall require the Client’s prior written approval.

**5. Billing and Payment**

5.1 Billing Cycle. The Retainer Fee shall be billed (select one)  monthly in advance  monthly in arrears  quarterly in advance.

5.2 Statements. The Provider shall furnish the Client with an itemized statement each billing period showing time entries, hours used against Included Hours, any overage, expenses, and the running retainer balance (for a Prepaid Retainer).

5.3 Payment Terms. Each invoice is due within \_\_\_\_\_ (\_\_\_\_) days of receipt. Late amounts accrue interest at \_\_\_\_\_% per month or the maximum permitted by law, whichever is less.

5.4 Auto-Pay. (Optional.) The Client authorizes the Provider to automatically charge the payment method on file for each invoice, until this authorization is revoked in writing with at least \_\_\_\_\_ (\_\_\_\_) days’ notice.

5.5 Replenishment. (Prepaid Retainer.) If the retainer balance falls below \$\_\_\_\_\_, the Client shall replenish the retainer to the original amount within \_\_\_\_\_ (\_\_\_\_) days of notice.

5.6 Disputes. Any dispute regarding an invoice must be raised in writing within \_\_\_\_\_ (\_\_\_\_) days of receipt. Undisputed portions shall be paid when due.

## 6. Term and Termination

6.1 Term. This Agreement begins on the Effective Date and continues for an initial term of \_\_\_\_ (\_\_\_\_) months. After the initial term, it shall automatically renew for successive \_\_\_\_ -month periods unless either Party gives written notice of non-renewal at least \_\_\_\_ (\_\_\_\_) days before the end of the then-current term.

6.2 Termination for Convenience. Either Party may terminate this Agreement at any time upon \_\_\_\_ (\_\_\_\_) days' written notice.

6.3 Termination for Cause. Either Party may terminate immediately upon written notice if the other Party (a) materially breaches this Agreement and fails to cure within \_\_\_\_ (\_\_\_\_) days of written notice, or (b) becomes insolvent or files for bankruptcy.

6.4 Effect of Termination.

- (g) All fees and expenses for Services rendered through the termination date are due and payable;
- (h) For a General Retainer, the Retainer Fee is non-refundable as earned upon payment;
- (i) For a Prepaid Retainer, any unused balance shall be refunded to the Client within \_\_\_\_ (\_\_\_\_) days of the termination date, after deducting fees and expenses earned through that date;
- (j) The Provider shall promptly return any of the Client's property, files, or materials, subject to any retaining lien permitted by applicable law.

## 7. Independent Contractor

The Provider is an independent contractor and not an employee, agent, partner, or joint venturer of the Client. The Provider is responsible for its own taxes, insurance, and benefits, and has no authority to bind the Client without prior written consent.

## 8. Confidentiality

Each Party shall keep confidential all non-public information of the other Party ("Confidential Information") and shall use it solely to perform this Agreement. Confidentiality obligations survive termination for \_\_\_\_ (\_\_\_\_) years and indefinitely with respect to trade secrets. The Provider may disclose Confidential Information to its employees, subcontractors, and advisors on a need-to-know basis under equivalent obligations of confidentiality.

## 9. Conflicts of Interest

The Provider has performed a reasonable check for conflicts of interest before entering into this Agreement and represents that it is aware of no conflict that would prevent it from performing the Services. If the Provider becomes aware of an actual or potential conflict during the Term, the Provider shall promptly notify the Client in writing. The Parties shall then determine in good faith how to address the conflict, which may include withdrawal from the engagement.

## 10. Intellectual Property and Deliverables

10.1 Deliverables. Subject to the Client's payment of all fees and expenses, the Provider assigns to the Client all right, title, and interest in any work product specifically created for the Client under this Agreement (the "Deliverables").

10.2 Pre-Existing Materials. The Provider retains ownership of its pre-existing materials, methodologies, templates, tools, and general know-how. To the extent any such materials are incorporated in the Deliverables, the Provider grants the Client a perpetual, worldwide, royalty-free, non-exclusive license to use them as embedded in the Deliverables.

10.3 Portfolio. The Provider may reference the Client's name and the general nature of the engagement for portfolio and marketing purposes, unless the Client objects in writing or the engagement is confidential.

## 11. Warranties and Limitation of Liability

11.1 Provider's Warranty. The Provider warrants that the Services will be performed in a professional, diligent, and workmanlike manner consistent with industry standards and by personnel with appropriate qualifications. EXCEPT AS EXPRESSLY SET FORTH, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED.

11.2 Limitation. Except for breach of confidentiality, gross negligence, or willful misconduct, the Provider's total aggregate liability under this Agreement shall not exceed the total fees paid by the Client in the \_\_\_\_ (\_\_) months preceding the claim. Neither Party shall be liable for indirect, incidental, or consequential damages.

## 12. Client Cooperation and Communications

The Client shall provide timely information, decisions, approvals, and access to personnel reasonably needed to perform the Services. Delays caused by the Client's failure to cooperate are not the Provider's responsibility and shall not entitle the Client to reduce the Retainer Fee. The Provider shall designate a primary point of contact and shall respond to the Client's reasonable inquiries within reasonable business hours.

## 13. Non-Solicitation (Optional)

During the Term and for \_\_\_\_ (\_\_) months thereafter, neither Party shall directly solicit for employment any employee or contractor of the other Party who was substantially involved in this engagement, without the other Party's prior written consent. General advertising and unsolicited applications are excluded from this restriction.

**14. Indemnification**

Each Party shall indemnify and hold harmless the other Party from any third-party claims, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of (a) the indemnifying Party’s breach of this Agreement, or (b) the indemnifying Party’s gross negligence or willful misconduct.

**15. Dispute Resolution**

The Parties shall first attempt to resolve any dispute through good-faith negotiation between senior representatives. If unresolved within \_\_\_\_\_ (\_\_\_\_) days, the dispute shall be submitted to \_\_\_\_\_ (e.g., mediation, then binding arbitration under [rules] in [city], or the courts of [jurisdiction]).

**16. General Provisions**

16.1 Governing Law. This Agreement shall be governed by the laws of \_\_\_\_\_, without regard to its conflict of laws principles.

16.2 Entire Agreement. This Agreement, together with any exhibits, constitutes the entire agreement on its subject and supersedes all prior discussions.

16.3 Amendments. Any modification must be in writing and signed by both Parties.

16.4 Assignment. Neither Party may assign this Agreement without the other Party’s prior written consent, except that either Party may assign to a successor in connection with a merger, acquisition, or sale of substantially all of its assets.

16.5 Notices. Notices shall be in writing and delivered to the addresses set forth above by personal delivery, recognized courier, certified mail, or email with confirmation of receipt.

16.6 Severability. If any provision is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

16.7 No Waiver. Failure to enforce any provision shall not be a waiver of future enforcement.

16.8 Counterparts and Electronic Signature. This Agreement may be signed in counterparts, including by electronic signature, each of which shall be deemed an original.

*IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.*

<p><b>CLIENT</b></p>  <p>_____ Signature</p> <p><b>Name:</b> _____</p>	<p><b>PROVIDER</b></p>  <p>_____ Signature</p> <p><b>Name:</b> _____</p>
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<b>Title:</b> _____ <b>Date:</b> _____		<b>Title:</b> _____ <b>Date:</b> _____
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— END OF AGREEMENT —

*This template is for general informational purposes only and is not legal advice. Retainer arrangements (especially for attorneys) are governed by professional-conduct rules that vary by jurisdiction — consult a qualified attorney before use.*