RETAINER AGREEMENT

1. 1. Parties

This Retainer Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE] between [PROVIDER NAME], a [ENTITY TYPE] located at [PROVIDER ADDRESS] (the "Provider"), and [CLIENT NAME], a [ENTITY TYPE] located at [CLIENT ADDRESS] (the "Client"). The Client and the Provider are referred to individually as a "Party" and together as the "Parties." The day-to-day contacts are [PROVIDER CONTACT] and [CLIENT CONTACT], and notices under this Agreement are effective when delivered to [PROVIDER EMAIL] and [CLIENT EMAIL]. Each Party represents that the person signing below is authorized to bind it.

2. 2. Retainer Type and Structure

The Parties select the following retainer structure: [SELECT ONE — EVERGREEN RETAINER: a recurring fee paid each period that secures ongoing availability and a block of included work, renewing automatically until terminated; or PROJECT REPLENISHING RETAINER: a prepaid balance held against future work and drawn down as the Provider performs Services, replenished when the balance falls below the trigger in Section 6]. Under an evergreen retainer, the fee is paid in advance for the coming period and secures both capacity and priority access rather than a guaranteed quantity of output. Under a replenishing retainer, funds are held as an advance against fees and expenses and are applied to invoices as work is performed. The selected structure applies to the whole Term unless the Parties agree in writing to change it.

3. 3. Scope of Retained Services

During the Term, the Provider will perform the following services within the retainer: [RETAINER SCOPE, e.g., ongoing advisory, account management, content production, technical support, maintenance and updates]. The retainer expressly excludes [EXCLUDED WORK, e.g., new platform builds, full rebrands, litigation support, third-party media spend], which is quoted separately as a project. The Provider will prioritize retainer work over non-retainer requests from other clients during the retained hours, subject to prior commitments. The Client will submit requests through [REQUEST CHANNEL, e.g., a shared project board or a designated email address] so that time can be tracked against the retainer accurately.

4. 4. Included Hours, Deliverables, and Response Times

The retainer includes up to [INCLUDED HOURS] hours of Services per [RETAINER PERIOD, e.g., calendar month], or the following recurring deliverables: [INCLUDED DELIVERABLES]. The Provider will acknowledge new requests within [ACKNOWLEDGEMENT TIME, e.g., one business day] and will begin work on standard requests within [START TIME, e.g., three business days]. Requests marked urgent by the Client will be started within [URGENT RESPONSE TIME, e.g., four business hours] and are billed at [URGENT RATE MULTIPLIER, e.g., 1.5 times the standard rate] against the retainer. The Provider will supply a written statement of hours used, hours remaining, and work performed within [REPORTING DAY, e.g., five business days] after the end of each period. Time is recorded in increments of [TIME INCREMENT].

5. 5. Retainer Fee and Payment Schedule

The Client will pay a retainer fee of [RETAINER FEE] per [RETAINER PERIOD], due in advance on the [BILLING DAY, e.g., first business day] of each period, or an initial retainer deposit of [INITIAL DEPOSIT] for a replenishing retainer. Payment is made by [PAYMENT METHOD], and the Client authorizes recurring charges to the payment method on file where applicable. The Provider is not obligated to begin or continue work in any period for which the fee has not been received. Amounts not paid when due accrue a late charge of [LATE FEE

PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less, and the Provider may suspend Services after written notice if payment is more than [SUSPENSION PERIOD, e.g., 10 days] past due. Fees are exclusive of applicable sales or transaction taxes.

6. 6. Replenishment Trigger and Minimum Balance

For a replenishing retainer, the Client will maintain a minimum balance of [MINIMUM BALANCE] in the retainer account. When the balance falls below [REPLENISHMENT TRIGGER, e.g., 25 percent of the initial deposit or $2,500, whichever is greater], the Provider will notify the Client in writing and the Client will replenish the account to the full amount within [REPLENISHMENT PERIOD, e.g., five business days]. If the account is not replenished within that period, the Provider may pause all work until funds are received, and any resulting delay extends deadlines accordingly. Retainer funds are held as an advance against fees and expenses, are applied to invoices as work is performed, and the unused portion is refundable on termination as described in Section 11 unless applied to an earned minimum fee. The Provider will provide a running statement of the balance with each invoice.

7. 7. Unused Hours and Rollover

The Parties select the following treatment for included hours not used in a period: [SELECT ONE — NO ROLLOVER: unused hours expire at the end of each period because the fee purchases reserved capacity and priority access rather than a quantity of hours; LIMITED ROLLOVER: up to ROLLOVER PERCENTAGE, e.g., 25 percent, of unused hours carry forward to the immediately following period only and expire after that; or BANKED HOURS: unused hours accumulate for up to ROLLOVER WINDOW, e.g., 90 days, and may be used at any time within that window]. Rolled-over hours are always consumed after the current period allowance and are forfeited on termination unless the Parties agree otherwise in writing. Rollover does not reduce the fee due for any period, and unused hours are not refundable or exchangeable for other services or credits. The Provider will show any rolled-over balance and expiry date on the periodic statement.

8. 8. Overage and Additional Work

If the Client requests work beyond the included hours or deliverables in a period, the Provider will notify the Client when usage reaches [OVERAGE ALERT THRESHOLD, e.g., 80 percent] of the included amount. Additional work performed beyond the included amount is billed at [OVERAGE RATE] per hour and requires written approval from the Client before the Provider proceeds, except where the Client has authorized a standing overage allowance of up to [OVERAGE ALLOWANCE] per period. Overage is invoiced with the next periodic invoice and is due on the same terms as the retainer fee. Work that falls outside the scope in Section 3 is not overage and must be quoted and approved as a separate project. Persistent overage above [OVERAGE REVIEW THRESHOLD] for [NUMBER] consecutive periods entitles either Party to request a good-faith review of the retainer level.

9. 9. Term, Renewal, and Rate Changes

This Agreement begins on [START DATE] and continues for an initial term of [INITIAL TERM, e.g., three months]. After the initial term, it renews automatically for successive [RENEWAL PERIOD, e.g., one-month] periods unless either Party gives written notice of non-renewal at least [NON-RENEWAL NOTICE, e.g., 30 days] before the end of the then-current period. The Provider may adjust the retainer fee and rates no more than [RATE CHANGE FREQUENCY, e.g., once per 12 months] by giving at least [RATE CHANGE NOTICE, e.g., 45 days] written notice before the change takes effect. If the Client does not accept a rate change, the Client may terminate effective on the date the new rate would begin, without penalty. A pause of the retainer, if agreed in writing, may not exceed [PAUSE LIMIT, e.g., 30 days] and does not extend the initial term.

10. 10. Client Responsibilities

The Client will provide timely access to the information, systems, brand assets, accounts, and personnel the Provider reasonably needs to perform the Services. The Client will designate [CLIENT APPROVER] with authority to approve work, overage, and priorities, and will respond to requests for approval within [APPROVAL WINDOW, e.g., three business days]. The Client acknowledges that retainer capacity is reserved in advance and that failure to submit work does not entitle the Client to a refund of the fee for that period, subject to the rollover election in Section 7. The Client will consolidate requests from internal stakeholders through the designated channel rather than contacting Provider personnel directly on unrelated matters.

11. 11. Termination and Final Reconciliation

Either Party may terminate this Agreement for convenience by giving [TERMINATION NOTICE, e.g., 30 days] written notice, effective at the end of the notice period. Either Party may terminate immediately for a material breach not cured within [CURE PERIOD, e.g., 10 days] after written notice, and the Provider may terminate immediately for non-payment. On termination the Provider will deliver a final statement showing all hours used, work performed, amounts invoiced, and any remaining balance. Any unused prepaid balance under a replenishing retainer will be refunded within [REFUND PERIOD, e.g., 30 days], less any earned but uninvoiced fees and approved expenses; under an evergreen retainer, the fee for the final period is earned in full and is not prorated unless stated otherwise in writing. The Provider will hand over completed work product for which payment has been received and will cooperate reasonably with a transition for up to [TRANSITION PERIOD, e.g., 15 days] at standard rates.

12. 12. Confidentiality and Intellectual Property

Each Party will keep confidential the non-public information of the other, including strategy, financial data, credentials, customer information, and unreleased plans, and will use it only to perform or receive the Services. These obligations continue for [CONFIDENTIALITY PERIOD, e.g., two years] after termination and do not apply to information that is public, previously known, independently developed, or required to be disclosed by law. On receipt of full payment for the relevant period, the Provider assigns to the Client all right, title, and interest in the deliverables created for the Client in that period, excluding the pre-existing tools, templates, code, and methodologies of the Provider, which are licensed to the Client on a perpetual, non-exclusive, royalty-free basis as embedded in the deliverables. Deliverables produced in any period for which the fee has not been paid remain the property of the Provider. Each Party will return or delete the Confidential Information of the other on request after termination.

13. 13. Warranties, Liability, and Indemnification

The Provider warrants that the Services will be performed in a professional and workmanlike manner by personnel with appropriate skill, and that it holds any licenses required to provide them. Except for that express warranty, the Services are provided without any other warranty, express or implied, including implied warranties of merchantability and fitness for a particular purpose, and the Provider does not guarantee any specific business outcome. Neither Party is liable for indirect, incidental, consequential, or punitive damages or lost profits, and the total liability of each Party will not exceed the fees paid under this Agreement in the [LIABILITY CAP PERIOD, e.g., three months] preceding the claim, except for breach of confidentiality or willful misconduct. Each Party will defend and indemnify the other against third-party claims arising from its own negligence, willful misconduct, or breach of the warranties in this section. The indemnified Party must give prompt written notice and reasonable cooperation.

14. 14. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE] without regard to conflict of laws rules, and any dispute not resolved through good-faith negotiation and mediation in [MEDIATION LOCATION] will be brought exclusively in the courts located in [VENUE COUNTY AND STATE]. This Agreement, together with any statements of work and signed amendments, is the entire agreement between the Parties on the retained Services and supersedes prior proposals and understandings. Amendments must be in writing and signed or acknowledged in writing by both Parties, and neither Party may assign this Agreement without written consent except to a successor of substantially all of its business. If any provision is unenforceable, it will be limited to the minimum extent necessary and the remainder stays in force. Neither Party is liable for delay or failure caused by events beyond its reasonable control.

15. 15. Signatures

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date. PROVIDER: [PROVIDER NAME]. Signature: ______________________. Printed Name: [PROVIDER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature: ______________________. Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This Agreement may be executed in counterparts, and electronic signatures have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Retainer arrangements are treated differently across states and professions, and regulated fields such as legal and financial services impose specific rules on how advance fees are held, whether they must sit in a separate trust account, and when they are considered earned. Review and adapt this document for your own circumstances, and consult a licensed attorney before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.