

Consulting Retainer Agreement

This **Consulting Retainer Agreement** (the "**Agreement**") is entered into as of _____ ("**Effective Date**"), by and between the following parties:

Consultant

Client

The Client and the Consultant may be referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the Client operates a business that requires professional advisory and consulting support in connection with its operations, projects, or strategic initiatives;

WHEREAS, the Consultant is experienced and qualified in providing consulting, advisory, and related professional services and is willing to make such services available to the Client on a retainer basis;

WHEREAS, the Parties wish to establish an ongoing consulting relationship under which the Consultant will provide professional services to the Client in exchange for a recurring retainer fee, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, obligations, and other valuable consideration contained in this Agreement, the Parties agree as follows.

1. Engagement and Scope of Services

The Client hereby retains the Consultant to provide professional consulting services to the Client on a retainer basis. The Consultant agrees to provide such services during the term of this Agreement in accordance with the terms set forth herein.

The services to be provided may include advisory services, analysis, strategic guidance, project consultation, and other related professional services as mutually agreed between the Parties (the "**Services**").

The Consultant shall perform the Services:

- In a professional and competent manner
- Using reasonable care, skill, and diligence consistent with industry standards
- In accordance with any reasonable instructions provided by the Client that are consistent with this Agreement

Specific tasks, projects, or deliverables may be agreed upon from time to time in writing between the Parties.

2. Retainer Arrangement

In consideration of the Services, the Client agrees to retain the Consultant on an ongoing basis by paying a recurring consulting retainer fee.

The retainer structure shall be as follows:

Retainer Term	Retainer Fee	Included Services	Billing Frequency

The retainer fee secures the Consultant's availability and commitment to provide the agreed Services during the applicable period. Unless otherwise agreed in writing, unused consulting hours or service capacity within a retainer period do not carry forward to subsequent periods.

3. Additional Services

If the Client requests services that exceed the scope or capacity covered by the retainer arrangement, the Consultant may perform such additional services subject to the Client's prior approval.

Additional services shall be billed at the following rate unless otherwise agreed:

The Consultant shall inform the Client when requested services are likely to exceed the scope of the retainer.

4. Payment Terms

The Client shall pay all retainer fees and additional service fees in accordance with the following terms:

- Retainer fees are payable in advance of the applicable retainer period.
- Invoices for additional services shall be issued periodically as agreed between the Parties.
- Payment shall be due within _____ days from the invoice date unless otherwise specified.

Payments shall be made using the _____ method unless otherwise agreed. Late payments may result in suspension of Services until outstanding amounts are paid.

5. Term

This Agreement shall commence on the Effective Date and shall continue for an initial term of _____, unless terminated earlier in accordance with the Termination clause.

After the initial term, this Agreement shall automatically renew for successive _____ periods unless either Party provides written notice of non-renewal at least _____ prior to the end of the then-current term.

6. Termination

Either Party may terminate this Agreement under the following circumstances:

Termination Without Cause

Either Party may terminate this Agreement at any time by providing _____ days' written notice to the other Party.

Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- materially breaches its obligations under this Agreement and fails to remedy the breach within _____ days after receiving written notice of the breach; or
- becomes insolvent, ceases business operations, or is subject to formal insolvency proceedings.

Effect of Termination

Upon termination:

- The Client shall pay all outstanding fees for Services performed up to the effective termination date.
- Any prepaid retainer fees covering periods after termination shall be handled in accordance with the Parties' written agreement or applicable refund terms.
- The Consultant shall deliver any completed or substantially completed work for which payment has been made.

Termination does not affect obligations that are intended to survive termination, including those described in the Confidentiality and Intellectual Property clauses.

7. Confidentiality

During the course of the engagement, either Party may receive non-public, confidential, or proprietary information belonging to the other Party.

Each Party agrees to:

- keep such information confidential
- use the information solely for purposes related to this Agreement
- take reasonable steps to prevent unauthorized disclosure

Confidential information does not include information that:

- becomes publicly available without breach of this Agreement
- was already known to the receiving Party without restriction
- is independently developed without use of the other Party's confidential information

These confidentiality obligations survive termination of this Agreement.

8. Intellectual Property

Unless otherwise agreed in writing, any reports, documents, analyses, or other work products created by the Consultant specifically for the Client in connection with the Services and paid for by the Client shall become the property of the Client upon full payment of all related fees.

The Consultant retains ownership of:

- pre-existing methodologies
- tools, templates, frameworks, and general know-how
- materials developed independently of the Client's confidential information

The Consultant may use general knowledge, skills, and experience gained during the engagement for other professional activities, provided that the Client's confidential information is not disclosed.

9. Independent Contractor Relationship

The Consultant is engaged as an independent contractor and not as an employee, partner, or agent of the Client. Nothing in this Agreement creates an employment relationship, joint venture, or partnership between the Parties.

The Consultant is responsible for all taxes, insurance, and statutory obligations arising from compensation received under this Agreement.

10. Limitation of Liability

To the fullest extent permitted by applicable law, the Consultant's liability arising from or related to the Services provided under this Agreement shall be limited to the total amount of fees paid by the Client to the Consultant under this Agreement during the _____ months before the event giving rise to the claim.

Neither Party shall be liable for indirect, incidental, or consequential damages arising out of this Agreement, except where such limitation is prohibited by applicable law.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict-of-law principles.

The Parties agree to attempt in good faith to resolve any dispute arising from this Agreement through negotiation before pursuing formal legal proceedings.

If the dispute cannot be resolved through negotiation, either Party may pursue resolution through the courts or other lawful dispute resolution mechanisms available under the governing law.

12. Amendments

This Agreement may be amended or modified only through a written document signed by both Parties.

13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the consulting retainer relationship and supersedes all prior discussions, negotiations, or agreements relating to the same subject matter.

IN WITNESS WHEREOF, the Parties have executed this Consulting Retainer Agreement as of the Effective Date written above.

Consultant

Client

Name

Name

Date

Date

Signature

Signature



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