Professional Services Retainer Agreement

This **Professional Services Retainer Agreement** ("***Agreement***") is entered into as of _____ ("***Effective Date***") by and between the parties below:

Service Provider

_____

_____ _____

_____ _____ _____ _____

_____ _____

Client

_____

_____ _____

_____ _____ _____ _____

_____ _____

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

WHEREAS, the Client wishes to retain the Service Provider to provide professional services on an ongoing or recurring basis;

WHEREAS, the Service Provider has the expertise, qualifications, and resources necessary to perform such services; and

WHEREAS, the Parties wish to establish the terms and conditions governing their ongoing business relationship.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, the Parties agree as follows:

1. Appointment

The Client retains the Service Provider to perform professional services described in this Agreement, and the Service Provider agrees to provide such services in accordance with the terms of this Agreement.

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2. Scope of Services

The Service Provider shall provide the professional services requested by the Client from time to time during the term of this Agreement. Services may include consulting, advisory, technical, creative, administrative, or other professional services as mutually agreed upon in writing.

The Parties may document specific assignments, deliverables, project timelines, or additional requirements through written statements of work, work orders, emails, or other written communications. Unless otherwise agreed, each assignment shall be governed by this Agreement.

The Service Provider shall perform the services with reasonable skill, care, diligence, and professional standards consistent with industry practices.

3. Retainer Arrangement

In consideration for the availability of the Service Provider and the ongoing provision of services, the Client agrees to pay a retainer fee as described below.

Retainer Detail	Description
Retainer Amount	
Billing Frequency	
Payment Due Date	
Included Service Hours (if applicable)	
Hourly Rate for Additional Services	
Retainer Start Date	

Unless otherwise stated, unused service hours do not carry forward to future billing periods and are not refundable.

The retainer secures the Service Provider's availability and does not guarantee unlimited services.

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4. Fees for Additional Services

Services performed beyond the scope of the retainer or exceeding the included service allocation shall be billed at the agreed hourly or project-based rate.

The Service Provider shall notify the Client when services are expected to exceed the retainer allocation whenever reasonably practicable.

5. Invoicing and Payment

Invoices shall be issued according to the billing frequency specified in this Agreement or as otherwise agreed in writing.

The Client shall pay all undisputed invoices within _____ days after the invoice date.

Late payments may accrue interest at the rate of _____ per month or the maximum rate permitted by applicable law, whichever is lower.

The Client shall remain responsible for all taxes, duties, or governmental charges applicable to the services, excluding taxes imposed on the Service Provider's income.

6. Client Responsibilities

The Client shall:

- Provide accurate and complete information necessary for the performance of the services.
- Cooperate with reasonable requests made by the Service Provider.
- Designate appropriate representatives with authority to provide instructions and approvals.
- Review deliverables and provide feedback within a reasonable time.
- Make timely payments in accordance with this Agreement.

Delays caused by the Client may result in corresponding adjustments to project schedules or service delivery.

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7. Service Provider Responsibilities

The Service Provider shall:

- Perform the services professionally and in good faith.
- Use qualified personnel where appropriate.
- Keep the Client reasonably informed regarding the progress of ongoing work.
- Exercise reasonable care in handling Client information and materials.

The Service Provider does not guarantee any particular commercial, financial, regulatory, or operational outcome unless expressly stated in writing.

8. Independent Contractor Relationship

The Service Provider acts as an independent contractor. Nothing contained in this Agreement creates an employment relationship, partnership, joint venture, agency, or fiduciary relationship between the Parties. Neither Party has authority to bind the other except as expressly authorized in writing.

9. Confidential Information

Each Party may receive confidential or proprietary information belonging to the other Party during the course of this Agreement.

Each Party agrees to:

- Keep confidential information confidential.
- Use such information solely for purposes of performing this Agreement.
- Limit disclosure to individuals who have a legitimate business need to know and who are subject to appropriate confidentiality obligations.
- Protect confidential information using reasonable administrative, technical, and physical safeguards.

These obligations do not apply to information that is publicly available through no fault of the receiving Party, was lawfully known before disclosure, was independently developed without reference to the confidential information, or is lawfully obtained from another source without confidentiality restrictions.

The confidentiality obligations survive termination of this Agreement for .

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10. Intellectual Property

Unless otherwise agreed in writing, each Party retains ownership of its pre-existing intellectual property.

Upon full payment of all amounts due, the Client shall own the final deliverables specifically created for the Client under this Agreement, excluding:

- The Service Provider's pre-existing materials.
- Proprietary methodologies.
- Software, templates, frameworks, tools, processes, and know-how.
- General knowledge, experience, and skills developed during performance of the services.

The Service Provider grants the Client a perpetual, non-exclusive license to use any retained intellectual property incorporated into the deliverables to the extent reasonably necessary for the Client's intended use of those deliverables.

11. Records and Communications

The Parties agree that electronic communications, including email and approved electronic signature platforms, may be used for routine communications, approvals, invoices, and execution of this Agreement where permitted by applicable law.

Each Party shall maintain reasonable records relating to services performed and payments made under this Agreement.

12. Warranties

The Service Provider represents that it has the authority and capability to perform the services described in this Agreement.

Except for the express warranties contained in this Agreement, the services are provided without additional warranties, whether express or implied, including any implied warranty of merchantability, fitness for a particular purpose, or uninterrupted availability.

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13. Limitation of Liability

To the fullest extent permitted by applicable law, neither Party shall be liable to the other for indirect, incidental, consequential, special, or punitive damages arising from or relating to this Agreement, including lost profits, lost business opportunities, or loss of anticipated savings.

The total liability of either Party arising out of or relating to this Agreement shall not exceed the total fees paid or payable under this Agreement during the twelve (12) months preceding the event giving rise to the claim, except where liability cannot legally be limited or excluded.

Nothing in this Agreement limits liability for fraud, willful misconduct, or any other liability that cannot legally be excluded.

14. Indemnification

Each Party agrees to indemnify and hold the other Party harmless from claims, losses, damages, liabilities, costs, and reasonable legal expenses arising directly from its own negligence, willful misconduct, or material breach of this Agreement. The Party seeking indemnification shall promptly notify the other Party of any claim and provide reasonable cooperation in its defense.

15. Term

This Agreement begins on the Effective Date and continues until terminated in accordance with the Termination clause.

16. Termination

Either Party may terminate this Agreement without cause by providing _____ days' prior written notice to the other Party.

Either Party may terminate this Agreement immediately if the other Party:

- Materially breaches this Agreement and fails to remedy the breach within _____ days after receiving written notice.
- Becomes insolvent, enters liquidation, or ceases conducting business.

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Upon termination:

- The Client shall pay all fees earned and expenses incurred through the effective termination date.
- The Service Provider shall deliver completed work for which payment has been received.
- Each Party shall promptly return or securely destroy confidential information belonging to the other Party upon request, unless retention is required by law.
- Any provisions intended to survive termination shall remain in effect.

17. Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from events beyond its reasonable control, including natural disasters, acts of government, labor disputes, widespread utility failures, cyber incidents affecting infrastructure, epidemics, or other unforeseen events.

The affected Party shall notify the other Party as soon as reasonably practicable and make reasonable efforts to resume performance.

18. Notices

Any notice required under this Agreement shall be provided in writing and delivered by personal delivery, recognized courier service, certified mail, or electronic mail to the contact information designated by each Party. Notices become effective upon confirmed delivery or receipt.

19. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of substantially all of its business assets.

20. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____, without regard to conflict of law principles.

The Parties shall first attempt in good faith to resolve any dispute through negotiation.

If the dispute cannot be resolved through negotiation within _____ days, either Party may pursue any legal remedies available in the courts of the designated jurisdiction.

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21. Entire Agreement

This Agreement constitutes the complete understanding between the Parties regarding its subject matter and supersedes all prior discussions, proposals, negotiations, and agreements relating to the same subject.

22. Amendments

Any amendment or modification to this Agreement must be made in writing and signed by both Parties.

23. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

24. Waiver

A failure or delay by either Party to enforce any provision of this Agreement shall not constitute a waiver of any rights under this Agreement.

25. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together constitute one agreement.

Electronic signatures shall have the same effect as handwritten signatures to the extent permitted by applicable law.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Professional Services Retainer Agreement.

Service Provider

Name

Date

Signature

Client

Name

Date

Signature

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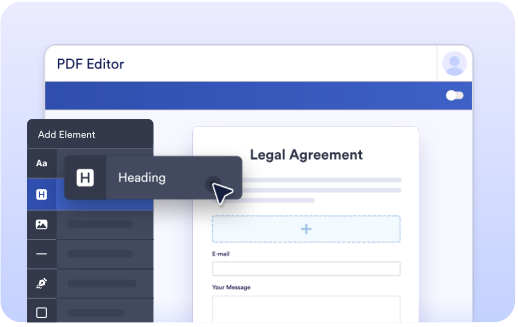
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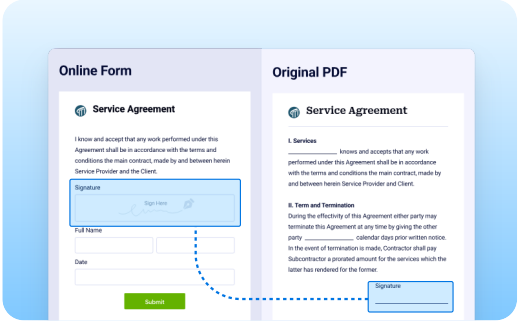
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