

Consulting Retainer Agreement

This Consulting Retainer Agreement ("Agreement") is entered into as of [Date], by and between:

Consultant: A2 Pulse Advisors

Address: [Business Address]

Email: [Business Email]

Phone: [Business Phone]

Client: [Client Name]

Address: [Client Address]

Email: [Client Email]

Phone: [Client Phone]

1. Scope of Services

Consultant agrees to provide strategic consulting services to Client, which may include (but are not limited to):

[Services provided]

Additional services outside of scope may be performed upon mutual agreement.

2. Retainer and Fees

Client agrees to retain Consultant for ongoing services at the following rate:

- [Monthly or agreement] Retainer: [\$Retainer Amount]
- Included Hours: [#Hours] hours [per month/per agreement]
- Additional Hours: [\$Hourly Rate] per hour for time exceeding included hours

Invoices will be generated on the 1st of each month in advance for that month's services, with payment due within 30 days of the invoice date.

[Additional Fee Terms]

3. Term and Termination

This Agreement will begin on [Start Date]

[Monthly Retainer Wording and remain in effect on a month-to-month basis unless terminated by either party with [#Cancellation] days' written notice.]

4. Confidentiality

Consultant agrees to maintain the confidentiality of all proprietary or confidential information disclosed by the Client and will not disclose such information without prior written consent.

5. Independent Contractor

Consultant is an independent contractor and not an employee of Client. Nothing in this Agreement shall be interpreted as creating an employer-employee relationship.

6. Intellectual Property

Unless otherwise agreed in writing, any materials developed by Consultant for [Client Name] and during the terms of the engagement shall be the property of the Client, subject to full payment of fees.

7. Limitation of Liability

In no event shall either party be liable to the other for any incidental, consequential, or special damages. Consultant's total liability under this Agreement shall not exceed the amount paid under this Agreement in the past 3 months.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to its conflict of law principles.

9. Dispute Resolution Clause

Any disputes arising under this Agreement shall first be submitted to mediation in Washington County, Utah, before any court or arbitration action is initiated.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties. Any modifications must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Consultant: _____

Name:

Date:

Client: _____

Name:

Date: