

# Retainer Services Agreement

Free template. Adapt for your jurisdiction. Not legal advice.

## PARTIES

BETWEEN:	
AGENCY:	
CLIENT:	
DATE:	

This Retainer Services Agreement ("Agreement") is entered into as of [DATE] by and between [YOUR AGENCY NAME], a [STATE/COUNTRY] [business type, e.g., LLC] ("Agency"), and [CLIENT COMPANY NAME], a [STATE/COUNTRY] [business type] ("Client").

## 01. Scope of Services

Agency agrees to provide the following services on a monthly retainer basis:

[List specific deliverables. Examples:

- Up to [X] hours of [service type] per month
- [Monthly strategy call, 60 minutes, first Tuesday of each month]
- [Up to 4 blog posts per month, 600-900 words each]
- [Ongoing campaign management for up to 2 active ad campaigns]]

Services not listed above are not included in this retainer. Additional services may be requested and will be scoped and priced separately per Section 3.

## 02. Monthly Hours and Rollover Policy

This retainer includes [X] hours of service per calendar month. Unused hours do not roll over to subsequent months. Monthly hours reset on the first of each calendar month regardless of usage in the prior month.

If Client requires additional hours beyond the monthly allocation, Agency will notify Client when [80%] of allotted hours have been used in a given month. Additional hours beyond the retainer allocation are billed at [\$XX/hour] and invoiced separately.

### 03. Change Requests and Out-of-Scope Work

Any work outside the scope defined in Section 1 is considered a change request. Client must submit change requests in writing to [EMAIL ADDRESS or CLIENT PORTAL URL]. Agency will provide a written estimate of time and cost within [3] business days of receiving the request.

Change requests are not considered approved until Client provides written confirmation. Agency is not obligated to begin out-of-scope work prior to written approval from Client.

### 04. Fees and Payment Terms

The monthly retainer fee is [\$AMOUNT] USD, invoiced on the [1st] of each month and due within [15] calendar days of the invoice date.

Late payments will incur a fee of [1.5%] per month on any outstanding balance. Agency reserves the right to pause all services on accounts more than [30] days past due. Services will resume upon receipt of full payment of any outstanding balance.

Retainer fees are non-refundable for work already performed or initiated within a given billing period.

### 05. Cancellation and Termination

Either party may terminate this Agreement by providing [30] days written notice to the other party. Cancellation takes effect at the end of the notice period.

If Client cancels with less than [30] days notice, Client agrees to pay a kill fee equal to [50%] of one month's retainer fee, in addition to any outstanding balances owed for work completed.

Agency may terminate this Agreement immediately, without notice, in cases of non-payment exceeding [30] days or material breach of this Agreement by Client.

### 06. Pausing Services

Client may request to pause services with [30] days written notice. During a pause, Agency will hold Client's retainer slot at a reduced rate of [X%] of the monthly retainer fee per month. Agency will hold the slot for a maximum of [90] days. After [90] days, this Agreement terminates automatically unless both parties agree in writing to reinstate.

### 07. Intellectual Property and Ownership

Upon receipt of full payment for services rendered, Client shall own all final deliverables produced under this Agreement, including written content, designs, and campaign assets created specifically for Client.

Agency retains ownership of all underlying tools, frameworks, templates, internal processes, and proprietary methodologies used in the delivery of services. These are not transferred to Client at any point.

Work in progress at the time of termination remains the property of Agency until all outstanding invoices are paid in full. Upon full payment, ownership of completed work transfers to Client.

## **08. Confidentiality**

Both parties agree to keep confidential any proprietary information, business strategies, client data, or trade secrets shared during this engagement. This obligation survives termination of this Agreement for a period of [2] years.

## **09. Communication and Availability**

Agency's standard response time for client communications is [1 business day] during business hours ([9am to 5pm, Monday through Friday, TIME ZONE]).

Scheduled meetings: [Describe cadence, e.g., "Monthly 60-minute strategy call on the first Tuesday of each month, scheduled in advance."]

Client agrees to submit all project requests, feedback, and approvals via [EMAIL ADDRESS or CLIENT PORTAL URL]. Requests submitted outside of these channels may not be captured in the official project record and cannot be guaranteed to receive a timely response.

## **10. Limitation of Liability**

Agency's total liability under this Agreement shall not exceed the total fees paid by Client in the three (3) months preceding any claim. Agency is not liable for indirect, consequential, or incidental damages arising from services provided under this Agreement.

## **11. Governing Law**

This Agreement shall be governed by the laws of [STATE/COUNTRY]. Any disputes arising from this Agreement shall be resolved through [binding arbitration / the courts of (JURISDICTION)], and both parties consent to jurisdiction in that venue.

## **12. Entire Agreement**

This Agreement constitutes the entire understanding between Agency and Client with respect to the services described herein. It supersedes all prior discussions, proposals, or agreements, whether written or verbal. Any amendments to this Agreement must be made in writing and signed by both parties.

## SIGNATURES

AGENCY	CLIENT
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE: