

# RETAINER AGREEMENT

## PARTIES

- This Retainer Agreement (hereinafter referred to as the “**Agreement**”) is entered into on \_\_\_\_\_ (the “**Effective Date**”), by and between \_\_\_\_\_, with an address of \_\_\_\_\_, (hereinafter referred to as the “**Consultant**”) and \_\_\_\_\_, with an address of \_\_\_\_\_, (hereinafter referred to as the “**Company**”) (collectively referred to as the “**Parties**”).

## TERM

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “Effective Date”) and will continue on a month-to-month basis.
- Upon the end of the term of the Agreement, this Agreement will not be automatically renewed for a new term.

## SERVICES PROVIDED

- Hereby, the Consultant agrees to provide the services enlisted below (hereinafter referred to as the “**Services**”):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

- The Parties agree that the Services must be completed by

\_\_\_\_\_  
\_\_\_\_\_.

## RETAINER

- It is hereby agreed that the Consultant will provide an invoice with an amount of \_\_\_\_\_ to the Company on the first day of every month for all the Services provided, as well as any pre-approved expenses incurred during the previous month.

- The Parties agree that the Company is to pay the invoice within \_\_\_\_\_ days.
- The Parties agree that the Company will pay the invoice by means of \_\_\_\_\_.

### **EXPENSES**

- The Parties agree that the Consultant is entitled to the reimbursement of all expenses incurred in providing the Services agreed upon.
- The Company agrees to pre-approve all expenses that exceed the amount of \_\_\_\_\_, on condition that the Consultant includes a proof of payment or a receipt for all the reimbursable expenses.

### **RELATIONSHIP BETWEEN THE PARTIES**

- The Parties agree that this Agreement is a retainer agreement, where the Consultant is an independent contractor who provides the services specified in the Agreement.
- Under no circumstances shall the Consultant be considered an employee, representative, agent or partner.
- This Agreement does not create any other partnership between the Parties.

### **EXCLUSIVITY**

- The Parties agree that this Agreement is not an exclusive arrangement and that the Parties are entitled to enter into other similar agreements with other parties.

### **TERMINATION**

- This Agreement may be terminated in the event that any of the following occurs:
  1. Immediately, in the event that one of the Parties breaches this Agreement or one of the conditions set forth in this Agreement and does not amend them within a period of \_\_\_\_\_.
  2. At any given time by providing a written notice to the other party \_\_\_\_\_ days prior to terminating the Agreement.

### **DISPUTE RESOLUTION**

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to Arbitration/mediation/negotiation (circle one) in accordance with, and subject to the laws of \_\_\_\_\_.

### **OWNERSHIP**

- The Parties agree that all the work product that is created by the Consultant will remain the exclusive property of the Company, as long as it is relevant to the performance of the Services set forth in this Agreement.

### **GOVERNING LAW**

- This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

### **CONFIDENTIALITY**

- All terms and conditions of this Agreement and any confidential information provided by the Company during the term of the Agreement must be kept confidential by the Consultant, unless the disclosure is required pursuant to process of law.
- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Company.
- The Consultant's obligation to maintain confidentiality will survive termination of this Agreement and will remain in effect indefinitely.

### **SEVERABILITY**

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

### **ENTIRE AGREEMENT**

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

### **AMENDMENTS**

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.
- Accordingly, any amendments made by the Parties will be applied to this Agreement.

### **SIGNATURE AND DATE**

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

CONSULTANT

COMPANY

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_