

RETAINER AGREEMENT

This Retainer Agreement ("Agreement") is made as of **[Date]**, between:

[Your Company Name], a business registered under the laws of **[Country/State]**, with its principal address at **[Address]** (hereinafter referred to as the "Service Provider"),

AND

[Client Name / Company Name], with its principal address at **[Address]** (hereinafter referred to as the "Client").

1. PURPOSE OF AGREEMENT

This Agreement establishes an ongoing professional relationship in which the Service Provider will deliver **strategic oversight and creative support** on a monthly retainer basis.

The goal is to ensure continuous alignment, execution guidance, and brand development for the Client.

2. SCOPE OF SERVICES

Under this retainer, the Service Provider will provide:

- Strategic direction and consultation
- Creative oversight and review of brand outputs
- Advisory support on marketing, design, or content decisions
- Monthly planning and performance feedback

Important:

This Agreement covers *strategy and oversight*, not unlimited production work unless explicitly stated in a separate scope document.

3. RETAINER FEE & PAYMENT TERMS

The Client agrees to pay the Service Provider a monthly retainer fee of:

¥ / \$ [Insert Amount] per month

Payment terms:

- Paid in advance on or before the **[1st / agreed date]** of each month
- Payment method: **[Bank transfer / PayPal / etc.]**
- Late payments beyond **[X days]** may result in suspension of services

4. RETAINER INCLUSIONS

The monthly retainer includes:

- Up to **[X hours or sessions]** of strategic consultation
- Review and feedback on ongoing work
- Monthly planning session (if applicable)
- Priority access during business hours

Any additional work outside this scope will require a separate agreement or hourly/project-based billing.

5. COMMUNICATION & AVAILABILITY

- Communication will take place via **[Email / Slack / Notion / approved platform]**
- Response time: **24–48 business hours**
- Availability: **[Insert working hours]**
- Urgent requests must be pre-agreed and may incur additional fees

6. TERM & RENEWAL

- This Agreement is valid for an initial term of **[1 / 3 / 6 months]**

- It automatically renews monthly unless terminated by either party
- Either party may terminate with **[14 / 30 days] written notice**

7. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide timely feedback and approvals
- Supply necessary information and materials for strategic decisions
- Respect agreed communication channels and processes
- Avoid requesting work outside agreed scope without formal approval

8. INTELLECTUAL PROPERTY

All materials created under this retainer remain the property of the Client upon full payment, unless otherwise agreed in writing.

The Service Provider retains the right to showcase non-confidential work in their portfolio unless restricted by NDA.

9. CONFIDENTIALITY

Both parties agree to maintain strict confidentiality regarding:

- Business strategies
- Financial information
- Client data
- Internal processes

This obligation survives termination of this Agreement.

10. NON-EXCLUSIVITY (OPTIONAL CLAUSE)

Unless otherwise agreed, this Agreement does not restrict the Service Provider from working with other clients, including competitors, provided no confidential information is compromised.

11. LIMITATION OF LIABILITY

The Service Provider is not liable for business outcomes resulting from implementation decisions made by the Client.

All strategic recommendations are advisory in nature.

12. TERMINATION

This Agreement may be terminated by either party:

- With written notice as stated in Section 6
- Immediately in the event of breach of contract

Upon termination:

- All outstanding fees must be settled
- Access to retainer services will cease

13. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of **[Country/State]**.

14. ENTIRE AGREEMENT

This document represents the full understanding between both parties and supersedes all prior discussions or agreements.

15. SIGNATURES

Service Provider:

Name: _____

Signature: _____

Date: _____

Client:

Name: _____

Signature: _____

Date: _____