

CONSULTING RETAINER AGREEMENT

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This Consulting Retainer Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CONSULTANT LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [CONSULTANT ADDRESS] ("**Consultant**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] ("**Client**").

Consultant and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage Consultant on an ongoing retainer basis to provide advisory and consulting services on a recurring monthly schedule, and Consultant wishes to provide those services, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Engagement and Scope of Services

1.1 Retainer engagement. Client retains Consultant to perform the consulting services described in **Exhibit A** (the "**Services**") on a recurring basis during the Term, with reasonable skill and care and in a professional and workmanlike manner consistent with generally accepted industry standards.

1.2 Monthly commitment. Each month, Consultant will make available up to [NUMBER] hours of Services (the "**Retainer Hours**"), or such other monthly deliverables as described in Exhibit A. The retainer secures Consultant's priority availability and a baseline of recurring work.

1.3 Scope boundaries. The Services are limited to the areas described in Exhibit A. Work outside that scope is not covered by the retainer and requires a separate written authorization or change order.

1.4 Manner of performance. Consultant controls the method, timing, and means of performing the Services, subject to Client's reasonable scheduling and deadline requirements.

2. Retainer Fee, Hours, and Overages

2.1 Monthly retainer fee. Client will pay Consultant a recurring fee of [AMOUNT] per month (the "**Retainer Fee**"), in [CURRENCY], exclusive of taxes, regardless of whether Client uses all Retainer Hours.

2.2 Unused hours. Unused Retainer Hours [DO NOT ROLL OVER / ROLL OVER FOR [NUMBER] MONTHS, UP TO [NUMBER] HOURS] and are not refundable except as required by applicable law.

2.3 Overage. Hours worked beyond the Retainer Hours in a month, when authorized by Client, are billed at [OVERAGE RATE] per hour and invoiced [WITH THE NEXT MONTHLY INVOICE].

2.4 Rate adjustments. Consultant may adjust the Retainer Fee and rates on at least [NUMBER] days' written notice, effective at the start of the next renewal term.

2.5 **Expenses.** Client will reimburse Consultant for reasonable, pre-approved, documented out-of-pocket expenses incurred in performing the Services.

3. Invoicing and Payment

3.1 **Billing cycle.** Consultant will invoice the Retainer Fee **[IN ADVANCE ON THE FIRST OF EACH MONTH / AS STATED IN EXHIBIT A]**, with overages and expenses invoiced **[IN ARREARS]**.

3.2 **Payment terms.** Client will pay each undisputed invoice within **[NUMBER, e.g. 15]** days of the invoice date.

3.3 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid. Consultant may suspend Services on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid past its due date.

3.4 **Disputed amounts.** Client will pay all undisputed amounts on time and will notify Consultant in writing of any disputed amount within **[NUMBER]** days of the invoice date, describing the basis for the dispute. The Parties will resolve disputes in good faith.

3.5 **Taxes.** Client is responsible for all sales, use, and similar taxes arising from the Services, except taxes based on Consultant's net income.

4. Term, Renewal, and Termination

4.1 **Initial term.** This Agreement begins on the Effective Date and continues for an initial term of **[NUMBER]** months (the "Initial Term").

4.2 **Automatic renewal.** After the Initial Term, this Agreement renews automatically for successive **[one-month / NUMBER-month]** periods unless either Party gives written notice of non-renewal at least **[NUMBER]** days before the end of the then-current term (together with the Initial Term, the "Term").

4.3 **Termination for convenience.** Either Party may terminate this Agreement for convenience on **[NUMBER, e.g. 30]** days' prior written notice.

4.4 **Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 15]** days after written notice describing the breach.

4.5 **Effect of termination.** On termination, Client will pay the Retainer Fee through the end of the notice period and for all authorized overage and expenses incurred through the effective date. Consultant will deliver work product for which Client has paid.

5. Client Responsibilities

5.1 **Cooperation.** Client will provide timely access to the information, materials, personnel, systems, and approvals reasonably required for Consultant to perform the Services.

5.2 **Point of contact.** Client will designate a primary contact authorized to provide direction, approve work, and request overage hours.

5.3 **Delays.** Consultant is not responsible for delays caused by Client's failure to meet its responsibilities, and timelines may be equitably adjusted.

6. Confidentiality

6.1 **Definition.** "**Confidential Information**" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential given its nature and the

circumstances of disclosure.

6.2 Obligations. The receiving Party will use Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to personnel and advisors who need it and are bound by equivalent obligations.

6.3 Exclusions. Confidentiality does not apply to information that is or becomes public through no fault of the receiving Party, was rightfully known without restriction before disclosure, is rightfully obtained from a third party, or is independently developed.

6.4 Compelled disclosure. The receiving Party may disclose Confidential Information to the extent required by law or court order, with prompt notice where legally permitted and reasonable cooperation to seek protective treatment.

7. Intellectual Property

7.1 Pre-existing IP. Each Party retains all right, title, and interest in intellectual property it owned or developed before this Agreement or independently of it ("**Background IP**").

7.2 Deliverables. Subject to Client's full payment, Consultant assigns to Client all right, title, and interest in the work product created specifically for Client under this Agreement (the "**Deliverables**"), excluding Consultant's Background IP and Tools.

7.3 Consultant tools. Consultant retains ownership of its methodologies, know-how, and general-purpose tools, templates, and components ("**Tools**"). To the extent any Tools are embedded in a Deliverable, Consultant grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use them as part of that Deliverable.

7.4 Residuals. Consultant may use the general skills, knowledge, and experience it develops while performing the Services, provided it does not use or disclose Client's Confidential Information.

8. Limitation of Liability and Indemnification

8.1 Exclusion of indirect damages. Except for the excluded matters in Section 8.4, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, even if advised of the possibility.

8.2 Liability cap. Except for the excluded matters in Section 8.4, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the total fees paid by Client in the [NUMBER, e.g. 6] months before the event giving rise to the liability.

8.3 Indemnification. Each Party will defend and indemnify the other against third-party claims arising from the indemnifying Party's gross negligence, willful misconduct, or breach of this Agreement, subject to prompt notice and reasonable cooperation.

8.4 Exclusions from limits. The limitations in Sections 8.1 and 8.2 do not apply to breach of confidentiality under Section 6, a Party's indemnification obligations, a Party's gross negligence or willful misconduct, or amounts owed for Services performed.

9. General Provisions

9.1 Independent contractor. Consultant is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship, and Consultant is responsible for its own taxes and benefits.

9.2 **Non-exclusivity.** This Agreement is non-exclusive. Consultant may provide services to others, provided it complies with Section 6 and avoids conflicts of interest disclosed to Client.

9.3 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.4 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger or sale of substantially all assets, on written notice.

9.5 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.6 **Entire agreement; amendment.** This Agreement, together with Exhibit A, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CONSULTANT	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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