

RETAINER AGREEMENT

[Provider] and [Client]

Provider	[Legal name, address]
Client	[Legal name, address]
Start date	[Date]
Minimum term	[e.g. 3 months]

1. What the retainer covers

Pick one model: a bank of hours, a set of deliverables each month, or availability. Mixing them causes disputes.

Each month the provider will make available [number] hours of [type of work], covering: [list of included work].

- [Included work]
- [Included work]

Work not listed above is quoted separately.

2. Fee and billing

Item	Amount
Monthly retainer fee	[Amount], billed in advance on the [1st] of each month
Extra hours beyond the monthly allowance	[Rate] per hour, billed monthly in arrears
Payment terms	Due within [14] days of invoice

3. Unused hours

Say plainly what happens to hours the client does not use. The three common options are: they expire, they roll over for one month, or they roll over up to a cap.

Unused hours [expire at the end of each month / roll over to the next month only / roll over up to a maximum of (number) hours]. Hours are not refundable.

4. Requests and response times

The client sends requests by [email / project tool]. The provider confirms each request within [1 business day] and gives an estimate of hours before starting anything over [2] hours.

5. Reporting

At the end of each month the provider sends a summary of hours used, work completed and hours remaining.

6. Term, changes and cancellation

After the minimum term, the retainer continues month to month. Either party may end it with [30] days' written notice. Either party may propose a change to the hours or fee with [30] days' notice; it applies once both agree in writing.

7. Ownership and confidentiality

Work becomes the client's property once the month it was done in has been paid. Each party keeps the other's confidential information private. [If you have a service agreement with this client, write: "The terms of the service agreement dated (date) also apply."]

Signatures

	Provider	Client
Name		
Title		
Signature		
Date		

This template is a starting point, not legal advice. Laws differ by country and state; have a lawyer review it before you rely on it for a large contract.