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MONTHLY RETAINER AGREEMENT

This Monthly Retainer Agreement ("Agreement") is made on [date] between:

Client: [Client's full legal name or business name], of [address] ("Client"), and

Service Provider: [Service Provider's full legal name or business name], of [address] ("Provider").

1. Services

Provider will provide the following ongoing services to Client each month (the "Services"):

- [recurring service 1, e.g. "bookkeeping in Client's accounting software, up to 150 transactions"]
- [recurring service 2]
- [recurring service 3]

These are not included and will be quoted separately: [e.g. "tax return preparation, website redesigns, anything requiring travel"].

2. What the monthly fee covers

Choose one:

☐ **Hours retainer.** The monthly fee covers up to [number] hours of Services each calendar month ("Included Hours"). Provider will track time in [increments, e.g. 15-minute] increments and include a time summary with each invoice.

☐ **Deliverables retainer.** The monthly fee covers these deliverables each calendar month: [list, e.g. "8 social posts, 1 email newsletter, 1 monthly report"]. Requests beyond this list are extra work under section 4.

3. Unused time or deliverables

Choose one:

☐ Unused Included Hours or deliverables expire at the end of each month and are not refunded or carried over.

☐ Unused Included Hours roll over to the next month only, then expire.

☐ Unused Included Hours roll over, up to a maximum balance of [number] hours. Any rolled-over hours expire when this Agreement ends.

4. Extra work

If Client asks for work beyond what the monthly fee covers, Provider will tell Client before starting and get Client's written approval (email is enough). Approved extra work is billed at [\$ amount] per hour, or at a price agreed in writing for that task.

5. Fees and payment

Monthly fee: [\$ amount] per month.

Provider will invoice the monthly fee on the [day] of each month, in advance for that month. Extra work and pre-approved expenses are invoiced at the end of the month in which they happen. Invoices are due within [number] days. Payment by [method].

If an invoice is more than [number] days overdue, Provider may pause the Services after giving [number] days' written notice, and may charge a late fee of [amount or percentage], if permitted by law.

6. Expenses

Client will reimburse reasonable out-of-pocket expenses that Client approves in writing before they are incurred, such as [e.g. software licences bought for Client, stock images, printing]. Provider will send receipts.

7. Availability and response times

Provider will be available [days and hours, time zone]. Provider will reply to Client's requests within [e.g. one business day] and will aim to complete routine requests within [e.g. three business days]. Urgent requests outside these hours: ☐ not offered ☐ available at [\$ amount] per hour.

8. Client responsibilities

Client will give Provider timely access to the information, accounts and approvals Provider needs, and will name one main contact: [name and email]. Delays caused by Client do not reduce the monthly fee.

9. Term, renewal and cancellation

This Agreement starts on [start date]. It runs for an initial term of [number] months and then continues month to month.

After the initial term, either party may cancel by giving at least [30] days' written notice. Either party may cancel immediately by written notice if the other party seriously breaks this Agreement and does not fix it within [10] days of being told.

When this Agreement ends, Client pays for the Services provided and approved extra work up to the end date. If Client has prepaid for a month and the Agreement ends partway through it because Provider cancels without cause, Provider will refund the unused part of that month's fee on a pro-rata basis.

10. Ownership of work

Once Client has paid for it, Provider assigns to Client all rights, including copyright, in the finished work Provider creates specifically for Client under this Agreement. Provider keeps ownership of its pre-existing materials, general tools, templates and know-how, and gives Client a non-exclusive, permanent licence to use any of them that are built into the finished work. Provider may show non-confidential finished work in its portfolio unless Client says no in writing.

11. Confidentiality

Each party will keep the other's non-public business information confidential and use it only for this Agreement, during the Agreement and for [2] years after it ends. This does not cover information that is public, already known to the receiving party, or required to be disclosed by law.

12. Independent contractor

Provider is an independent contractor, not an employee. Provider controls how, when and where the Services are performed (within the availability in section 7), uses its own equipment, may work for other clients, and is responsible for its own taxes and insurance. Provider will give Client a completed IRS Form W-9 before the first payment if Client asks for one.

13. Limitation of liability

Except for breaches of confidentiality or amounts owed under this Agreement, neither party is liable for indirect or consequential losses, and each party's total liability under this Agreement is limited to the fees paid in the [3] months before the claim arose, to the extent permitted by law.

14. General terms

Entire agreement. This Agreement is the entire agreement about the Services and replaces earlier proposals.

Amendments. Changes to the Services, fee or Included Hours must be in writing and signed (or confirmed by email) by both parties.

Governing law. This Agreement is governed by the laws of the State of [State].

Severability. If any part of this Agreement is found invalid, the rest stays in effect.

Notices. Notices go to the addresses above or to [email addresses].

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Client

Signature: _____

Name: [full name]

Date: [date]

Service Provider

Signature: _____

Name: [full name]

Date: [date]