

AGENCY RETAINER CONTRACT

Contract No.: RC-0001
Date: [DD/MM/YYYY]
Effective date: [DD/MM/YYYY]

[Your Business Name]

[Street address, City, Postcode]
[Email] · [Phone]
[Tax / VAT / GST registration no.]

AGENCY

[Your Business Name]

[Street address, City, Postcode]
[Email] · [Phone]
[Tax / VAT / GST registration no.]

CLIENT

[Client Name]

[Company]
[Street address, City, Postcode]
[Email]

This retainer contract sets out the ongoing monthly services the Agency will provide to the Client and how the retainer works.

1. Retainer Services

Each month the Agency will provide: [List the recurring services, for example content, design, ads management or support].

2. Monthly Fee and Included Hours

The Client pays a monthly retainer of [Currency] [Amount], invoiced in advance on the [1st] of each month. The retainer includes up to [20] hours of work per month.

Service	Hours / month	Monthly fee
Content and social media	[10]	[0.00]

Monthly retainer [0.00]

Invoices are due within [14] days. Late payments may incur interest of [1.5]% per month, and the Service Provider may pause work until overdue invoices are paid.

3. Extra Hours and Rollover

Hours beyond the monthly allowance are billed at [Currency] [Rate] per hour, with the Client's approval first. Unused hours roll over for [1] month only and cannot be refunded.

4. Minimum Term and Notice

The retainer runs for a minimum of [3] months, then continues month to month. After the minimum term, either party may end it with [30] days' written notice.

5. Reporting

The Agency sends a short report each month listing the work done, hours used and results against agreed goals.

6. Intellectual Property

Ownership of the final deliverables passes to the Client once the related monthly invoice is paid. Until then, the Service Provider keeps ownership and grants the Client a licence to review the work.

The Service Provider keeps ownership of its pre-existing tools, code, templates and know-how, and grants the Client a non-exclusive licence to use any of them that are built into the deliverables.

7. Confidentiality

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

8. Limitation of Liability

Neither party is liable for indirect or consequential losses, such as lost profits or lost data. Each party's total liability under this agreement is limited to the total fees paid or payable under it, except where the law does not allow liability to be limited.

9. General

Governing law: this agreement is governed by the laws of [State / Country], and the courts of [City] have jurisdiction over any dispute.

Entire agreement: this document, together with any attached scope of work or proposal, is the whole agreement between the parties. Any change must be in writing and signed by both parties.

Notices: notices must be sent in writing to the email addresses above.

Signatures

By signing below, both parties agree to the terms of this agreement.

FOR AGENCY

Name: _____

Title: _____

Signature: _____

Date: _____

FOR CLIENT

Name: _____

Title: _____

Signature: _____

Date: _____