

AGENCY RETAINER AGREEMENT

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This Retainer Agreement ("Agreement") is made effective as of [Effective Date] by and between:

Agency: [Agency Legal Name], located at [Agency Address] ("Agency")

Client: [Client Legal Name], located at [Client Address] ("Client")

The Agency and the Client may be referred to individually as a "Party" and collectively as the "Parties."

1. Parties and Engagement

The Client engages the Agency to provide the services described in this Agreement on a recurring retainer basis, and the Agency agrees to provide them under the terms set out below.

2. Scope of Services

The Agency will provide the following services to the Client each billing cycle ("Services"):

- [Deliverable or service 1, e.g. "8 social media feed posts"]
- [Deliverable or service 2, e.g. "2 short-form video reels"]
- [Deliverable or service 3, e.g. "Monthly performance report by the 5th"]
- [Deliverable or service 4]

Any work not expressly listed above is outside the scope of this Agreement and is handled under Section 4 (Scope Adjustments).

3. Payment Terms

- **Retainer fee:** [Currency and amount, e.g. "USD 2,500"] per [billing cycle, e.g. "month"].
- **Billing date:** The Agency will invoice the Client on [billing date, e.g. "the 1st of each month"], payable in advance.
- **Due date:** Payment is due within [number, e.g. "7"] days of the invoice date.
- **Accepted methods:** [e.g. "Bank transfer, Stripe, PayPal"].
- **Late payment:** Unpaid invoices accrue a late fee of [amount or percentage, e.g. "1.5% per month"], and the Agency may pause Services until the balance is cleared.

4. Scope Adjustments

Any request for work beyond the Scope of Services will be quoted separately and must be approved by the Client in writing before the additional work begins. Approved additional work will be invoiced in addition to the retainer fee.

5. Duration, Renewal and Termination

- **Start date:** This Agreement begins on [Start Date].
- **Initial term:** The initial term is [e.g. "one (1) month" or "six (6) months"].
- **Auto-renewal:** At the end of the initial term, this Agreement automatically renews for successive [e.g. "one (1) month"] periods unless either Party gives written notice of non-renewal before the renewal date.
- **Notice:** Either Party may terminate this Agreement by giving [number, e.g. "30"] days' written notice.
- **Effect of termination:** The Client remains responsible for fees for work performed up to the termination date. Prepaid fees for undelivered work will be [refunded / credited / forfeited — choose one].

5a. Unused Capacity and Over-Servicing

- **Rollover:** Unused hours or deliverables within a cycle [do not roll over / roll over for one (1) cycle only — choose one]. This prevents an open-ended backlog the Agency must clear later.
- **Over-servicing cap:** If the work requested in a cycle exceeds the agreed scope by more than [e.g. "10%"], the Agency will flag it and either bill the excess at [hourly rate] or defer it to the next cycle, as agreed in writing. Neither Party is expected to absorb repeated over-servicing.

6. Deliverables and Responsibilities

The Agency will deliver the Services to a professional standard and within the timelines agreed for each cycle. The Agency will assign suitably skilled personnel and keep the Client reasonably informed of progress.

7. Client Responsibilities

The Client will provide, in a timely manner, all access, approvals, brand assets, information, and feedback the Agency reasonably needs to perform the Services. Delays caused by the Client do not reduce the retainer fee and may extend delivery timelines.

8. Confidentiality

Each Party will keep confidential all non-public information received from the other Party and will use it only to perform this Agreement. This obligation continues after the Agreement ends.

It does not apply to information that is public, independently developed, or required to be disclosed by law.

9. Dispute Resolution

The Parties will attempt to resolve any dispute in good faith through direct discussion. If unresolved, the dispute will be settled by [mediation / arbitration / the courts] in [jurisdiction/location]. This Agreement is governed by the laws of [governing law jurisdiction].

10. Indemnification and Limitation of Liability

Each Party will indemnify the other against third-party claims arising from its own negligence or breach of this Agreement. The Agency's total liability under this Agreement will not exceed the total fees paid by the Client in the [number, e.g. "three (3)"] months preceding the claim. Neither Party is liable for indirect or consequential losses.

11. Intellectual Property Rights

Upon full payment for the relevant work, the Agency assigns to the Client all intellectual property rights in the final deliverables created specifically for the Client. The Agency retains ownership of its pre-existing tools, templates, and know-how, and may showcase the work in its portfolio unless the Client requests otherwise in writing.

12. General Provisions

- **Independent contractor:** The Agency is an independent contractor, not an employee, partner, or agent of the Client.
- **Non-exclusivity:** Nothing in this Agreement prevents the Agency from providing services to other clients, including others in the Client's industry, unless a separate written exclusivity arrangement is agreed.
- **Assignment:** Neither Party may assign this Agreement without the other Party's written consent, except as part of a sale of substantially all of its business.
- **Force majeure:** Neither Party is liable for delays or failures caused by events beyond its reasonable control (such as natural disasters, outages, or government action).
- **Notices:** Notices under this Agreement will be in writing and sent to the email or address each Party provides.
- **Entire agreement:** This Agreement is the entire agreement between the Parties on its subject and replaces any prior discussions. Any change must be in writing and signed by both Parties.
- **Severability:** If any clause is found unenforceable, the rest of the Agreement remains in effect.

13. Signatures

By signing below, both Parties agree to the terms of this Agreement.

Agency	Client
Signature: _____	Signature: _____
Name: [Agency Signatory Name]	Name: [Client Signatory Name]
Title: [Title]	Title: [Title]
Date: _____	Date: _____

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