

CREATIVE AGENCY RETAINER AGREEMENT

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

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

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

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

1. Parties and Engagement

The Client engages the Studio to provide ongoing creative services on a recurring retainer basis, and the Studio agrees to provide them under the terms set out below.

2. Creative Scope and Capacity

Each billing cycle, the Client receives the following creative capacity ("Capacity"):

- **Unit of capacity:** [Hours per cycle, e.g. "40 hours" / Request queue, e.g. "up to 2 active requests at a time" / Fixed deliverables, e.g. "8 social graphics + 1 email design"].
- **Included services:** [e.g. "brand and graphic design, social creative, content layout, light motion"].

Explicitly excluded. The following are not covered by the retainer and require a separate statement of work: [full rebrands, large campaigns, web development, video production beyond agreed scope, and any work not listed above].

3. Revisions

- **Included rounds:** The Studio includes [number, e.g. "two (2)"] rounds of revisions per deliverable.

- **Definition of a round:** A revision round is one consolidated set of feedback from the Client. Feedback submitted in separate messages may be grouped into a single round.
- **New work:** Reopening or changing an element the Client has previously approved is treated as new work, not a revision.
- **Additional revisions:** Rounds beyond those included are billed at [hourly rate, e.g. "USD 75/hour"].

4. Turnaround and Availability

- **Working hours:** The Studio is available [days and hours, e.g. "Monday–Friday, 9am–5pm"] in the [timezone] timezone.
- **Turnaround:** The Studio will [acknowledge new requests within [X] business day(s) and deliver first drafts within [Y] business days, subject to the agreed capacity].
- **Rush work:** Work requested outside normal turnaround may incur a rush fee of [amount or percentage], agreed in advance.

5. Intellectual Property and Licensing

- Upon full payment for the relevant work, the Studio assigns to the Client the final deliverables created specifically for the Client.
- The Client receives an [exclusive, perpetual, worldwide] license to use the deliverables for [agreed uses, e.g. "web, social, print, and presentations"].
- Uses beyond the agreed scope, including resale or sublicensing of the work, require a separate written agreement.
- The Studio retains ownership of its pre-existing tools, processes, and know-how.

6. Source Files

- The retainer fee covers the final deliverables in [agreed formats, e.g. "PNG, JPG, PDF"].
- Editable source files (e.g. .AI, .PSD, .INDD, Figma) are [included / available on request for a separate fee of [amount] / provided as an agreed add-on — choose one].
- Licensed fonts and stock assets used in the work are [owned by / licensed to] [the Client / the Studio]; any license the Client needs to continue using them is the Client's responsibility unless otherwise agreed.

7. Portfolio Rights

The Studio may display the work produced under this Agreement in its portfolio and marketing materials, unless the Client reasonably requests confidentiality in writing.

8. Payment Terms

- **Retainer fee:** [Currency and amount] per [billing cycle, e.g. "month"].
- **Billing date:** The Studio will invoice on [billing date], 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], and the Studio may pause work until the balance is cleared.

9. Rollover and Unused Capacity

Unused capacity within a cycle [does not roll over / rolls over for one (1) cycle only, after which it expires — choose one]. This prevents an open-ended backlog the Studio must clear later.

10. Prioritization and Approval

- Each Party names a primary contact: for the Client, [Client Contact]; for the Studio, [Studio Contact].
- Final approval of deliverables is given by [named Client approver].
- Feedback and requests are collected through [a weekly sync / a shared board / an agreed channel] rather than ad-hoc messages, so priorities stay clear.

11. Client Responsibilities

The Client will provide, in a timely manner: clear briefs, brand assets, consolidated feedback, and approvals. Delays caused by the Client do not reduce the retainer fee and may extend delivery timelines.

12. Duration, Renewal and Termination

- **Start date:** This Agreement begins on [Start Date].
- **Initial term:** The initial term is [e.g. "one (1) month"], after which it continues month-to-month.
- **Auto-renewal:** The 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 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. On termination, paid-for deliverables and agreed licenses transfer to the Client. Prepaid fees for undelivered work will be [refunded / credited / forfeited — choose one].

13. 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.

14. 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 Studio'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.

15. 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].

16. General Provisions

- **Independent contractor:** The Studio is an independent contractor, not an employee, partner, or agent of the Client.
- **Non-exclusivity:** Nothing in this Agreement prevents the Studio from providing services to other clients, 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.
- **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.

17. Signatures

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

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

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