

RETAINER AGREEMENT

{{CLIENT_NAME}} and {{FREELANCER_BUSINESS}}

This template provides general information and is not legal advice. Laws and contractual requirements vary by jurisdiction. Have the agreement reviewed by a qualified adviser if the value of the arrangement warrants it.

1. Parties

Field	Value
The Client	{{CLIENT_NAME}}, {{CLIENT_ADDRESS}}
The Contractor	{{FREELANCER_BUSINESS}}, {{FREELANCER_ADDRESS}}
Effective date	{{EFFECTIVE_DATE}}
Initial term	{{INITIAL_TERM_MONTHS}} months

2. Services covered

The Contractor will provide the following services during each monthly period.

- {{SERVICE_1}}
- {{SERVICE_2}}
- {{SERVICE_3}}

Work not described above is outside this retainer and is quoted separately before it begins.

3. Retainer fee and included hours

Field	Value
Monthly retainer	{{MONTHLY_FEE}}
Included hours per month	{{INCLUDED_HOURS}}
Hourly equivalent	{{HOURLY_EQUIVALENT}}
Overage rate	{{OVERAGE_RATE}} per hour
Minimum commitment	{{MINIMUM_MONTHS}} months
Monthly period	Calendar month, from the 1st to the last day

The retainer reserves the included hours for the Client whether or not they are used. Time is recorded to the nearest {{ROUNDING_MINUTES}} minutes and a summary is provided with each invoice.

4. Unused hours

Choose one of the following and delete the other two

The right answer depends on whether the Client is buying output or availability. Keep only the option that matches this agreement

— leaving all three in makes the clause meaningless.

Option A — Unused hours expire

Hours not used within a monthly period expire at the end of that period and do not carry forward. The retainer reserves capacity, and that capacity is held whether or not it is used.

Option B — Unused hours roll over, up to a cap

Up to **{{ROLLOVER_CAP_HOURS}}** unused hours carry forward into the following period. Rolled-over hours are used before that period's included hours. Any balance above the cap expires.

Option C — Unused hours roll over for a limited time

Unused hours carry forward and remain available for **{{ROLLOVER_DAYS}}** days from the end of the period in which they arose, after which they expire. Rolled-over hours are used before the current period's included hours.

5. Work beyond the included hours

Choose one of the following and delete the other two

This clause decides what happens at the moment the allowance runs out, which is the moment a retainer most often goes wrong.

Option A — Work stops when the allowance is used

When the included hours for a period are exhausted, the Contractor will notify the Client and pause further work until the next period begins or until additional hours are agreed in writing.

Option B — Work continues only with written approval

When the included hours are exhausted, the Contractor will notify the Client with an estimate of the additional hours required. Further work begins only once the Client approves it in writing, and is billed at the overage rate.

Option C — Additional hours are billed automatically

Hours beyond the included allowance are billed at the overage rate on the following invoice, up to a maximum of **{{OVERAGE_CAP_HOURS}}** hours per period. Beyond that cap, written approval is required.

Whichever option applies, the Contractor will tell the Client when usage reaches **{{WARNING_PERCENT}}** of the included hours, so the decision is taken before the allowance is spent rather than after.

6. Billing and payment

- The retainer is invoiced **{{BILLING_TIMING}}** of each period.
- Overage, where it applies, is invoiced in arrears with the following period's retainer.
- Invoices are payable within **{{PAYMENT_DUE_DAYS}}** days of issue.
- **{{LATE_PAYMENT_TERMS}}**
- Where payment is more than **{{SUSPENSION_DAYS}}** days overdue, the Contractor may pause work until the account is settled.

7. Availability and response

Field	Value
Working hours	{{WORKING_HOURS}}
Response time	Within {{RESPONSE_DAYS}} working days
Main channel	{{COMMUNICATION_CHANNEL}}
Planned absence	Notified at least {{ABSENCE_NOTICE_DAYS}} days in advance

Response time means acknowledgement and a plan, not completion. Work is scheduled against the Contractor's wider commitments; the retainer reserves hours, not immediate availability at any moment.

8. Client responsibilities

- Nominate **{{APPROVER_NAME}}** as the main point of contact.
- Provide the access, materials and decisions needed for the work to proceed.
- Send requests through **{{COMMUNICATION_CHANNEL}}** so they can be recorded against the retainer.
- Review the usage summary provided with each invoice and raise any query within **{{QUERY_DAYS}}** days.

9. Term, renewal and termination

- This agreement begins on **{{EFFECTIVE_DATE}}** and runs for an initial term of **{{INITIAL_TERM_MONTHS}}** months.
- After the initial term it continues month to month unless either party gives notice.
- Either party may terminate by giving **{{TERMINATION_NOTICE_DAYS}}** days' written notice.
- The retainer for any period already begun remains payable in full.
- Overage and expenses incurred before termination remain payable.
- On termination the Contractor will deliver work in progress and any materials belonging to the Client.

10. Intellectual property

Ownership of deliverables produced under this agreement passes to the Client once the invoice covering the period in which they were produced has been paid in full. The Contractor retains ownership of pre-existing materials, tools and methods used to produce them, and grants the Client a licence to use those materials as

part of the deliverables.

The Contractor may describe the work and show non-confidential examples in a portfolio unless the Client objects in writing.

11. Confidentiality

Each party will keep confidential any non-public information it receives from the other, and will use it only for the purposes of this agreement. This obligation continues for **{{CONFIDENTIALITY_YEARS}}** years after the agreement ends. It does not apply to information that is already public, that was known before disclosure, or that must be disclosed by law.

12. Independent contractor

The Contractor is an independent contractor and not an employee, partner or agent of the Client. The Contractor is responsible for their own taxes, insurance and equipment, decides how and when the work is performed, and may work for other clients.

13. General

- This agreement is governed by the law of **{{GOVERNING_LAW}}**.
- It replaces any earlier agreement between the parties on the same subject.
- Changes to it are effective only when agreed in writing by both parties.
- If any clause is found unenforceable, the rest of the agreement continues to apply.

14. Signatures

For **{{CLIENT_NAME}}**

Signature

Name

Date

For **{{FREELANCER_BUSINESS}}**

Signature

Name

Date

Before sending: replace every **{{PLACEHOLDER}}**, and make sure exactly one option remains in sections 4 and 5.