

# Retainer-Based Consulting Agreement

*This agreement ("Agreement") is made between the following parties as of the date below.*

Consultant Name: \_\_\_\_\_  
Client Name: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

## 1. Scope of Services

The Consultant agrees to provide consulting services to the Client as described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 2. Retainer Fee & Payment Terms

The Client agrees to pay the Consultant a retainer fee of \$\_\_\_\_\_, payable as follows:

- Retainer Amount: \$\_\_\_\_\_ per [month/period]
- Payment Due Date: \_\_\_\_\_
- Method of Payment: \_\_\_\_\_

## 3. Term and Termination

This Agreement begins on the effective date above, and shall continue until terminated by either party with \_\_\_\_\_ days' written notice.

## 4. Confidentiality

The Consultant agrees to keep all confidential information received during the term of this Agreement strictly confidential.

## 5. Independent Contractor

It is understood that the Consultant is an independent contractor and not an employee, partner, or agent of the Client.

## 6. Limitation of Liability

In no event will either party be liable for any indirect, incidental, or consequential damages arising out of this Agreement.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

# 8. Entire Agreement

This document represents the entire agreement between the parties and supersedes all prior agreements or understandings.

\_\_\_\_\_  
Consultant Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Client Signature

Date: \_\_\_\_\_