

# Retainer-Based Consulting Agreement

This Retainer-Based Consulting Agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between:

**Client:** \_\_\_\_\_

**Consultant:** \_\_\_\_\_

## 1. SERVICES

Consultant agrees to provide the following consulting services to Client:

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

("Services")

## 2. TERM

This Agreement shall commence on the Effective Date and continue until \_\_\_\_\_, unless terminated earlier in accordance with this Agreement.

## 3. RETAINER FEE & PAYMENT

Client agrees to pay Consultant a retainer fee of \$\_\_\_\_\_ per \_\_\_\_\_, payable in advance on the first day of each period. Additional services beyond the scope of this retainer will be billed at \$\_\_\_\_\_ per hour.

## 4. INDEPENDENT CONTRACTOR STATUS

Consultant is engaged as an independent contractor. Nothing herein shall be construed as creating an employer-employee relationship.

## 5. CONFIDENTIALITY

Both parties agree to keep confidential any proprietary information exchanged under this Agreement.

## 6. TERMINATION

Either party may terminate this Agreement upon \_\_\_\_\_ days' written notice to the other party.

## 7. MISCELLANEOUS

- This Agreement constitutes the entire agreement between the parties.
- Amendments must be in writing and signed by both parties.
- This Agreement shall be governed by the laws of the State of \_\_\_\_\_.

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

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

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

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