

# Monthly Retainer Agreement Template

Between [YOUR NAME] ([YOUR BUSINESS]) and [CLIENT NAME] ([CLIENT BUSINESS]).

## Scope of Retainer Services

The Sender will provide the following services to the Client on a monthly retainer basis: [PROJECT SCOPE].

## Monthly Fee & Included Work

The monthly retainer fee is [TOTAL FEE], due in advance on the first of each month, and covers the scope described above. Work requested beyond this scope will be quoted and approved separately before it begins. Unused capacity does not roll over to the following month.

## Confidentiality

Both parties agree to keep confidential any non-public business, technical, or financial information shared during this engagement, and to use it only for the purpose of completing the work described in [PROJECT SCOPE].

This obligation survives the completion or termination of this agreement and continues for 2 years afterward.

## Independent Contractor Relationship

The Sender is engaged as an independent contractor, not an employee, partner, or agent of the Client. The Sender is responsible for their own taxes, insurance, and benefits, and is free to accept other engagements during the term of this agreement, provided they do not conflict with the confidentiality obligations above.

## Ownership & Intellectual Property

Upon receipt of full payment, all final deliverables produced under this agreement become the property of the Client, who receives full rights to use, reproduce, and modify them for their intended purpose.

Until full payment is received, all work product remains the property of the Sender. The Sender retains the right to display the work in their portfolio and marketing materials unless the Client requests otherwise in writing.

Any third-party assets used (fonts, stock media, libraries) remain subject to their own original licenses.

## Term & Renewal

This agreement begins on the date of signing and renews automatically each month until either party gives 30 days' written notice to cancel. Fees already paid for the current month are non-refundable.

## Limitation of Liability

The Sender's total liability under this agreement is limited to the total fees paid by the Client. Neither

party is liable for indirect, incidental, or consequential damages arising from this engagement.

## **Governing Law & Entire Agreement**

This agreement is governed by the laws of [GOVERNING LAW], without regard to conflict-of-law principles.

This document represents the entire agreement between the parties regarding [PROJECT SCOPE] and supersedes any prior discussions or proposals. Any changes must be made in writing and agreed to by both parties.

By signing below, both parties confirm they have read, understood, and agree to the terms above.

[YOUR NAME] — Signed: \_\_\_\_\_ Date: \_\_\_\_\_

[CLIENT NAME] — Signed: \_\_\_\_\_ Date: \_\_\_\_\_