

RETAINER AGREEMENT

This Retainer Agreement ("Agreement") is entered into on the

_____ day of _____ ,
20 _____ , by and between
_____, with an address of
_____ ("Client"), and
_____, with an address of
_____ ("Service Provider").

1. Scope of Work

The Service Provider agrees to perform the following services for the Client:

_____. The specific tasks and responsibilities shall be further detailed in Exhibit A attached hereto. The Service Provider shall use reasonable care and skill in the performance of the services.

2. Payment Terms

The Client agrees to pay the Service Provider a retainer fee of \$

_____ per month, payable on the
_____ day of each month. Additional fees for services beyond the scope of this Agreement shall be billed at a rate of \$
_____ per hour. All payments shall be made in U.S. dollars and are due upon receipt of invoice.

3. Term and Termination

This Agreement shall commence on the _____ day of _____, 20_____, and shall continue until terminated by either party. Either party may terminate this Agreement with thirty (30) days written notice to the other party. Upon termination, the Service Provider shall be paid for all services rendered up to the date of termination. The Client shall also reimburse the Service Provider for any expenses incurred prior to termination.

4. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in _____ County, State of _____.

5. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

6. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral. No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

7. Notice Provisions

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, sent by a nationally recognized overnight courier, or deposited in the United States mail, postage prepaid, addressed as follows:

To Client:

To Service Provider:

8. Amendment Procedures

This Agreement may be amended only by a written agreement signed by both parties.

9. Default and Remedies

In the event of a default by either party, the non-defaulting party may terminate this Agreement and pursue any and all legal remedies available. The defaulting party shall be liable for any costs, including reasonable attorney's fees, incurred by the non-defaulting party in enforcing its rights under this Agreement.

10. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the term of this Agreement. This obligation shall survive the termination of this Agreement.

11. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, liabilities, damages, or expenses arising from the indemnifying party's breach of this Agreement or negligence.

12. Signatures

Client:

Signature: _____

Date: _____

Print Name: _____

Service Provider:

Signature: _____

Date: _____

Print Name: _____

13. Witness

Witness:

Signature: _____

Date: _____

Print Name: _____

14. Notarization

State of _____

County of _____

On this _____ day of

_____, 20 _____,

before me, the undersigned Notary Public, personally appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____

My Commission Expires: _____

This Retainer Agreement is executed as of the date first above written.