**Retainer Agreement   
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**NOTE: DO NOT JUST RANDOMLY USE THIS AGREEMENT. THIS IS A SAMPLE ONLY. MAKE SURE YOU AMEND ALL THE SECTIONS SPECIFICALLY FOR YOUR COMPANY TO APPLY YOUR OWN RATES, CONDITIONS AND SPECIFICATIONS, THEN HAVE AN ATTORNEY REVIEW THE DOCUMENT PRIOR TO EXECUTING IT WITH ANY CLIENT TO ENSURE THAT IT COVERS ALL AREAS OF YOUR BUSINESS AND YOUR GEOGRAPHICAL AREA’S LAWS.INDEPENDENT CONTRACTOR AGREEMENT (RETAINER)**

  This Consulting Agreement (the “Agreement”) is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , (the “Company”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, d/b/a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Contractor”) on this \_\_\_\_\_\_\_\_of\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

Accordingly, the parties agree as follows:

 AGREEMENT

1. Consulting Period.

Term. The Company hereby retains the Contractor and Contractor agrees to render to the Company those services described in Section 2 on a month-by-month basis. The Company shall pay Contractor the compensation to which it is entitled under Section 3(a) for all projects and expenses, and, thereafter, the Company’s obligations hereunder shall end.

2. Duties, Responsibilities.

(a) Contractor hereby agrees to provide and perform for the Company services as mutually agreed upon by both parties, and may change as agreed upon from time to time as necessary to accomplish Company’s administrative service needs. Contractor shall devote its best efforts to the performance of the services and to such other services as may be reasonably requested by the Company.

(b) Company shall furnish a sufficient working knowledge of the Company’s research, development and products to fulfill Contractor’s obligations hereunder. Contractor cannot be held responsible if inadequate information is provided to fulfill the requested obligations.

(c) Personnel supplied by Contractor to provide services to Company under this Agreement will be deemed Contractor’s employees or agents and will not for any purpose be considered employees or agents of Company.

(e) By signing this Agreement, Company acknowledges receipt of Contractor's Terms and Conditions (via internet viewing or printed copy) and that Company agrees to uphold all terms and conditions as written. Terms and conditions are subject to change with notice to Company, specifically excepting rate changes, which require 30 day written notice.

3. Compensation, Benefits, Expenses.

(a) Compensation. In consideration of the retainer services to be rendered hereunder, including, without limitation, services to any Affiliated Company, Contractor shall be paid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_.00) base rate per month.  This is a base rate.  Since there is no way of knowing in advance if additional support or services will be utilized during the retainer period, these services will be billed at the higher retainer rate of \_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_.00) per hour, which will be billed as overage on the 1st or 15th of every month, due upon receipt, plus expenses for the initial Thirty (30) hours of service.  Additional hours shall incur variable hourly rates ranging from \_\_\_\_\_\_\_\_\_\_ ($\_\_\_.00) per hour to \_\_\_\_\_\_\_ ($\_\_\_.00) per hour, depending on the services required.  For specific rates, refer to Terms and conditions attached hereto. Company agrees that by reference, Terms and Conditions as referenced above are hereby incorporated as a binding addendum to this contract.  Contractor agrees to notify Company in writing of any changes or updates to the Terms and Conditions.  Contractor further agrees to give Thirty (30) days notification of any rate changes in writing.  Though additional hours may from time to time be used, there may be instances of lower than Thirty (30) hours of use.  In this case, those unused hours will roll over into future months to cap at a maximum of Ten (10) hours overage.  These hours may be used in any way the Company would like; however, they must be broken down reasonably so as not to put undue hardship onto Contractor or its agents.

 (b) Benefits. Other than the compensation specified in this Section 3, neither Contractor nor its Agents shall not be entitled to any direct or indirect compensation for services performed hereunder.

 (c) Expenses. The Company shall reimburse Contractor for reasonable travel, if required and project materials and direct expenses, including but not limited to telephone expense, paper, copying and printing expense, and postage expense, incurred in the performance of the duties hereunder in accordance with the Company’s general policies, as they may be amended from time to time during the course of this Agreement.

4. Payment

Payment of monthly retainer is due before the first of each month.  Supplemental invoices will be due upon receipt.  There is no grace period.  Consistently late retainer payments will result in an invoice adjustment to regular hourly rates and may result in termination of the retainer contract.  Late invoice payments may also result in suspension of services until invoices are paid in full.  Invoices over 30 days will result in additional finance charge on the balance at the rate of 1.5%, compounded monthly.

5. Termination of Consulting Relationship.

By the Company or the Contractor. At any time, either the Company or the Contractor may terminate, without liability, the Consulting Period for any reason, with or without cause, by giving 30 days’ advance written notice to the other party. The Company shall pay Contractor the compensation to which the Contractor is entitled pursuant to Section 3(a) through the end of the Consulting Period, and thereafter all obligations of the Company shall terminate.

6. Termination Obligations.

(a) Contractor hereby acknowledges and agrees that all property, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or materials, or copies thereof, Proprietary Information (as defined below), and equipment furnished to or prepared by Contractor or its Agents in the course of or incident to its rendering of services to the Company, including, without limitation, records and any other materials, belong to the Company and shall be promptly returned to the Company upon termination of the Consulting Period. Following termination, neither Contractor nor any of its Agents will not retain any written or other tangible material containing any Proprietary Information.

 (b) The representations and warranties contained herein and Contractor’s obligations under Sections 5, 6, and 7 shall survive termination of the Consulting Period and the expiration of this Agreement.

 7. Proprietary Information.

 (a) Defined. “Proprietary Information” is all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of the Company or any Affiliated Company, or to its clients, Contractors, or business associates, unless: (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in Contractor’s or its Agents’ possession or part of its general knowledge prior to the Consulting Period; or (iii) the information is disclosed to Contractor or its Agents without confidential or proprietary restrictions by a third party who rightfully possesses the information (without confidential or proprietary restriction) and did not learn of it, directly or indirectly, from the Company.

 (b) General Restrictions on Use. Contractor agrees to hold all Proprietary Information in strict confidence and trust for the sole benefit of the Company and not to disclose, use, copy, publish, summarize, or remove from Company’s premises any Proprietary Information (or remove from the premises any other property of the Company), except (i) during the Consulting Period to the extent necessary to carry out Contractor’s responsibilities under this Agreement, and (ii) after termination of the Consulting Period as specifically authorized by the Company.

8. Independent Contractor.

The Contractor and its Agents shall operate at all times as an independent contractor of the Company. The Company shall not withhold payroll taxes, and neither Contractor nor any of its Agents shall be covered by health, life, disability, or worker’s compensation insurance of the Company.

9. Ongoing Contract Rates.

The Contractor reserves the right to reasonably amend rate schedules with a minimum 30 day written notice to Company.

10. Assignment.

#### The Contractor reserves the right to assign to qualified subcontractors, those portions of the duties assigned that he/she chooses, in order to produce the desired professional results in a timely and professional manner on behalf of the Company. The Company may not assign this Agreement, in whole or in part, without prior written consent from Contractor.

11. Enforceability.

If any provision of this Agreement, or any portion thereof, is found to be invalid or unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

12. Entire Agreement.

This Agreement represents the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.

13. Governing Law.

The laws of the county of \_\_\_\_\_\_\_\_\_\_\_\_ in the state of \_\_\_\_\_\_\_\_\_, USA shall govern the validity of this Agreement and the interpretation of the rights and duties of the parties hereto.

Contractor Company

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed Name Typed Name