

CONSULTING RETAINER AGREEMENT

(Your Business Name) Retainer Agreement

This Retainer Agreement is made and entered into as of **(Date)**, by and between:

Service Provider:

(Your Business Name/Name)

(Address)

(City, State, Zip Code)

(Email Address)

(Phone Number)

Client:

(Client's Name/Company Name)

(Address)

(City, State, Zip Code)

(Email Address)

(Phone Number)

1. Scope of Work

The Service Provider agrees to perform the following consulting services ("the Services") for the Client:

- **(This is where you describe the services to be provided. You should write what your specific tasks are, the deliverables, milestones, timelines & deadlines).**

Here is an example for a client that wants to develop their business:

A. Market Research and Opportunity Identification:

The Consultant will conduct thorough market research and rely on their industry experience and network to find new business opportunities, potential partnerships, and target markets for the Client. This includes analyzing industry trends, understanding competitor strategies, and knowing the customer needs to provide actionable insights for growth.

B. Business Strategy Development:

The Consultant will assist in developing a comprehensive business growth strategy based on the Client's marketing and bigger business objectives. This includes setting clear business goals, outlining strategic initiatives, and defining the steps required to capture new market share or expand existing markets.

C. Lead Generation and Sales Pipeline Optimization:



The Consultant will evaluate the Client's lead generation efforts and recommend new strategies to improve lead quality and volume. This includes optimizing the sales pipeline by finding bottlenecks, improving conversion rates, and ensuring the sales process aligns with business development goals and typical buyer expectations.

D. Partnership and Networking Support:

The Consultant will identify and facilitate potential partnerships or alliances to drive business growth. This includes outreach, negotiations, and support to help the Client maintain and manage strategic relationships with key industry stakeholders, contractors, and statesmen.

E. Progress Monitoring and Reporting:

The Consultant will provide monthly reports detailing the progress of business development initiatives, key performance metrics, and any recommendations for adjustments to the strategy. These reports will provide actionable insights to ensure the Client stays on track with business development goals.

- **Deliverables and Timeline**

For each of the deliverables outlined above, here are the timelines:

- **Market Research Report:** Delivered within 15 business days after the agreement is signed.
- **Business Development Strategy:** Delivered within 30 business days after the market research report.
- **Lead Generation and Sales Pipeline Assessment:** Delivered within 20 business days after the business development strategy had been proposed and accepted.
- **Partnership Identification and Outreach:** Initial report delivered within 45 business days after the lead generation process commences.
- **Bi-weekly/Monthly Progress Reports:** Delivered at the end of each reporting period during the contract term.

This timeline is subject to the timely provision of necessary information, approvals, and feedback from the Client. Any delays in the Client's response may result in adjustments to the delivery schedule.

- **Services Not Included:**

The following services are not included in this retainer agreement. If the client requires any of these services, they will be billed separately, and a new scope of work will need to be created:

- The service provider will not provide legal advice or services, including but not limited to tax law or corporate governance.



- The Consultant will not manage the Client's sales team daily. Training and strategy recommendations may be provided, but the direct management of sales personnel is outside the scope of this agreement.
- The Consultant will not be responsible for executing marketing campaigns (e.g., digital ads, email campaigns, social media management). Although recommendations may be provided, the Client and their designated team will implement the campaign.
- The Consultant will not be responsible for product development, supply chain management, or internal operational restructuring. Business development recommendations will focus on growth strategy and market expansion, but the Client's internal teams will handle operational changes.
- The Consultant will not be responsible for raising capital or managing investor relationships. While guidance on business growth may touch on these areas, the actual fundraising and investor negotiations will fall outside the scope of this agreement.

2. Term of Agreement

This Agreement shall commence on **(Start Date)** and continue until **(End Date)** or until terminated as provided herein. Renewal terms can be negotiated at the end of the contract period.

3. Compensation

The Client agrees to pay the Service Provider a total fee of **(Retainer Amount)** for the Services rendered under this Agreement. Payment shall be made as follows:

- **Payment Schedule:** **(e.g., Monthly, Quarterly, Upon Completion of Services)**
- **Payment Due Date:** **(e.g., First of each month)**
- **Payment Method:** **(e.g., Bank Transfer, Wise, Stripe, PayPal, etc.)**
- **Late Payment Fee:** A late fee of **(Percentage or Amount)** may be applied if payment is not received within **(X)** days of the due date.

4. Responsibilities and Deliverables

The Service Provider will fulfill all the requirements for the scope of services. To make the agreement and partnership a success, the client has to:

- The Client will ensure that the Service Provider can access all relevant business data, systems, and tools required to perform market research, evaluate sales pipelines, and assess lead generation strategies.
- The Client will promptly review and provide feedback on reports, strategies, and recommendations presented by the Service Provider. Delays in feedback may impact the timeline of deliverables.



- The Client is responsible for implementing the Service Provider's business development strategies and recommendations, particularly where internal teams or resources are required for execution.
- The Client will facilitate introductions and provide necessary resources (e.g., company information and other materials needed) to support the Service Provider's efforts in forming strategic partnerships.
- The Client agrees to pay the Service Provider according to the terms outlined in the agreement, ensuring timely payments to avoid interruptions in service delivery.
- The Client will ensure regular communication with the Service Provider, including responding to inquiries and providing updates or changes that may affect the business development strategy.

5. Intellectual Property Rights

Upon full payment, the Client shall own all rights, title, and interest to the reports, plans, analyses, and other materials created by the Consultant under this Agreement. The Consultant retains no ownership rights over any deliverables once payment has been made in full.

6. Confidentiality

The client and service provider agree to keep all proprietary, confidential, and sensitive information exchanged during this Agreement strictly confidential. Neither party will share or use this information for any purpose outside the scope of this Agreement without prior written permission from the other party, except where legally required.

7. Independent Contractor

The Service Provider is an independent contractor and is not considered an employee of the Client. The Service Provider is fully responsible for handling their taxes, withholdings, insurance, and any other regulatory obligations arising from the services performed under this Agreement. The Client has no responsibility for these obligations or any benefits typically associated with employment.

8. Termination

Either party may terminate this Agreement by providing **(X)** days' written notice to the other party. Upon termination, the Client agrees to compensate the Service Provider for all services completed up to the termination date. If the Agreement is terminated without proper notice or in breach of its terms, the offending party may be subject to **(Specify penalties or consequences)**.

9. Scope Adjustments

Any modifications to the scope of work must be mutually agreed upon in writing by both parties. Any additional services or revisions beyond the original agreement will incur extra charges and will be billed at **(an hourly rate or additional fees)**.

10. Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement, both parties agree to first attempt to resolve the issue through informal discussions. If a resolution cannot be reached, the



parties agree to seek mediation or arbitration in **(City/State)** under the rules of **(Applicable Rules or Institution)**.

11. Liability and Indemnification

Service Provider's Liability:

The Consulting Service Provider will not be held liable for any damages or losses exceeding the total amount paid by the Client under this Agreement. Specifically, the Service Provider is not responsible for:

- Outcomes or results beyond their control, such as market fluctuations, economic conditions, or unforeseen changes in the client's business environment.
- Decisions or actions the client takes based on the consultant's recommendations, especially if not fully implemented or modified without the consultant's consent.
- Third-party actions, such as software issues, vendor performance, or legal implications resulting from the client's actions or third-party engagements.
- Delays in achieving results due to external factors or dependencies on the client's internal resources or processes.

Client's Liability:

The Client agrees to hold the Consulting Service Provider harmless against any claims, liabilities, or expenses arising from:

- The use or implementation of advice or strategies not recommended, modified, or approved by the Service Provider.
- Changes or alterations made by the Client or third parties to systems, processes, or data that affect the consulting outcomes or recommendations.
- Non-compliance with the Service Provider's guidance, recommendations, or timelines negatively impacts business performance or project outcomes.

Indemnification:

Both parties agree to indemnify and hold each other harmless from any claims, liabilities, or expenses arising out of:

- Breach of confidentiality, including unauthorized sharing of proprietary business information or sensitive data.
- Violations of third-party intellectual property rights related to the consulting services provided.
- Any legal action or damages caused by incorrect or incomplete information provided by the Client that affects the consulting strategy or recommendations.

12. Governing Law



This Agreement shall be governed by and construed under the laws of **(State/Country)**.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, whether oral or written.

14. Amendments

This Agreement may be amended only in writing and signed by both parties.

15. Signatures

By signing below, both parties agree to the terms and conditions outlined in this Retainer Agreement.

Service Provider:

Signature: _____

Name: **(Your Name)**

Date: **(Date)**

Client:

Signature: _____

Name: **(Client's Name)**

Date: **(Date)**

The banner features the ManyRequests logo on the left. The main text reads "Try ManyRequests With Your Team for Free". Below this is a white button with the text "START A FREE TRIAL" and a right-pointing arrow. On the right side, there is a screenshot of the ManyRequests dashboard. The dashboard shows a header "Your Agency" and three summary cards: "CLIENTS 228", "REQUESTS 89", and "REVIEWS 5.0". Below these is a line graph showing a trend over time, with the y-axis ranging from 0 to 2.0 and the x-axis showing dates from 10 Jul to 27 Jul.

More Useful Resources

- [Free marketing agency proposal template](#)
- [Free web design proposal template](#)
- [The Complete Guide to Productized Services](#)
- [10 Tools You Need To Set Up Your Productized Service Business](#)
- [What To DO When Client Doesn't Pay](#)

