

ADVERTISING AGENCY RETAINER AGREEMENT

This Retainer Agreement is entered into on _____, 20____ between _____ (the "Client"), an individual entity whose primary address is _____ [Address], and _____ (the "Service Provider"), an individual entity whose primary address is _____ [Address].

1. Scope of Services. The Service Provider shall provide the following legal services and representation to the Client:

The full scope of services is described in Exhibit A attached to the Agreement. (Optional)

2. Fees. The Client will pay the Service Provider a refundable nonrefundable retainer fee of \$_____. The retainer fee will reflect: (Check one):

Service Provider's Rate. Service provider's rate of \$_____ per hour per week per month
 other: _____, including excluding expenses, and applied as follows:

_____.

Flat Rate. A flat rate, including excluding expenses.

The Service Provider will submit an invoice for payment within _____ days upon execution of this Agreement. The Client will pay the invoice upon receipt within _____ days.

3. Replenishment of Retainer. (INITIAL if you want to include this clause. CROSS OUT if you do not.)

Due to the nature of this relationship, additional funds may be required to fully or continually provide the contracted service(s).

(Check one)

Depleted. Once the initial retainer has been depleted.

Reduced to a certain threshold. Once the initial retainer has been deducted upon funds reaching a specific amount of \$_____.

(Check one)

Replenished by the Service Provider. Service Provider may replenish the funds automatically without Client's consent only after Client's written consent.

Replenished by the Client. Service Provider will notify Client and Client will remit payment manually.

Any funds replenished by the Company will be drafted from the authorized payment source on file.



4. Term and Termination. The Service Provider's engagement with the Client under this Agreement will be effective on the date hereof will commence on _____, 20____.

Termination (Check one)

After all of the Services are completed. The Parties agree and acknowledge that this Agreement and the Service Provider's engagement with the Client under this Agreement shall terminate upon the completion by the Service Provider of the Services.

After a fixed period of time. The Parties agree and acknowledge that this Agreement and the Service Provider's engagement with Client under this Agreement shall terminate after _____ [Period of time].

On a specific date. The Parties agree and acknowledge that this Agreement and the Service Provider's engagement with the Client under this Agreement shall terminate on _____, 20____.

At-Will. The Service Provider acknowledges and agrees that the engagement with Client is at will, subject to being terminated at the discretion of Client at any time, without prior notice upon _____ days prior written notice to Service Provider. In addition, this Agreement may be terminated by Service Provider upon _____ days prior written notice to Client.

5. Confidentiality. As required by law and the Rules of Professional Conduct, the Service Provider will maintain the confidentiality of all information obtained while working for the Client. All work done by the Service Provider for the Client is work for hire and all rights belong to the Client. Upon completion of the services, the Service Provider will return all files to the Client, or the Client may opt to have the Service Provider shred all documents.

6. Governing Law. The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of _____, without regarding its conflicts of law provisions.

7. Disputes. Any dispute arising from this Agreement shall be resolved through: (Check one) Court litigation. Disputes shall be resolved in the courts of the State of _____. If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal. Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Mediation. Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

8. Severability. If a court finds any part of this Agreement to be invalid under the laws of the State of _____, it will not affect the validity of the other provisions and parts. The remaining sections will remain enforceable as if the invalidated part was not included in the Agreement.

9. Entire Agreement. This Agreement encompasses the entire agreement between the Client and Service Provider. It voids all previous discussions, arrangements, and agreements between the parties. Modification of this Agreement is only valid if completed in writing and signed by both parties.

The following signatures attest to the execution of this Agreement as of the date listed above.



Service Provider Signature

Service Provider Name

**Service Provider
Name**

**Service Provider Representative
Signature**

**Service Provider Representative
Name and Title**

Client Signature

Client Name

**Client
Name**

**Client Representative
Signature**

**Client Representative
Name and Title**



EXHIBIT A

