

RETAINER AGREEMENT FOR BUSINESS ADVISORY SERVICES

This Retainer Agreement (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between:

Client: _____, with a principal place of business at _____ (hereinafter referred to as the "Client"),
and

Advisor: _____, with a principal place of business at _____ (hereinafter referred to as the "Advisor").

WHEREAS, the Client desires to retain the Advisor to perform business advisory and consulting services, and the Advisor agrees to perform such services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. SERVICES

The Advisor agrees to provide business advisory services to the Client, which may include, but are not limited to, the following:

2. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue on a month-to-month basis until terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by providing _____ days' written notice to the other party.

3. RETAINER FEE AND PAYMENT TERMS

- Retainer Fee:** The Client agrees to pay the Advisor a monthly retainer fee of \$ _____.
- Payment Schedule:** The retainer fee shall be payable in advance on the _____ day of each calendar month.
- Expenses:** The Client shall reimburse the Advisor for all reasonable and documented out-of-pocket expenses incurred in connection with performing the services, provided that any expense exceeding \$ _____ requires prior written approval from the Client.

4. RELATIONSHIP OF THE PARTIES

The Advisor is an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employer-employee relationship between the parties. The Advisor shall be solely responsible for all tax obligations arising from payments made under this Agreement.

5. CONFIDENTIALITY

The Advisor agrees to keep confidential all non-public, proprietary, or sensitive information disclosed by the Client during the course of the engagement. This obligation shall survive the expiration or termination of this Agreement.

6. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, incidental, special, or consequential damages. The Advisor's total liability under this Agreement shall not exceed the total amount of retainer fees paid by the Client to the Advisor during the _____ months preceding the event giving rise to liability.

7. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of law principles.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, negotiations, and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Retainer Agreement as of the Effective Date written above.

CLIENT:

ADVISOR:

Authorized Signature

Authorized Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____