BUSINESS DEVELOPMENT RETAINER AGREEMENT

Date: [DATE]
Client / employer: [CLIENT NAME]
Address: [CLIENT ADDRESS]
Provider / professional: [PROVIDER NAME]
Address: [PROVIDER ADDRESS]
Governing state: [STATE]

Engagement

The parties agree to the identified services and terms below. Changes to scope, fees or timing require written agreement. Mandatory requirements applicable to the actual relationship remain binding.

Scope and deliverables: [SCOPE AND DELIVERABLES]

Schedule: [SCHEDULE AND MILESTONES]

Fees and payment: [FEES AND PAYMENT TERMS]

Authorized expenses: [EXPENSE AUTHORIZATION]

Specific services and responsibilities

Markets, outreach services, deliverables and reporting: [MARKETS]

Authority limits, introductions and commission conditions: [AUTHORITY LIMITS]

Conflicts, confidentiality and approved representations: [CONFLICTS]

Only agreed services and capacity are included. Advances follow the stated accounting terms; the word retainer does not make a payment nonrefundable or earned on receipt.

Retainer and accounting

Initial amount: [INITIAL RETAINER OR ADVANCE]

Billing period and replenishment: [BILLING AND REPLENISHMENT]

Application, accounting and refunds: [APPLICATION ACCOUNTING AND REFUNDS]

Exhausting an advance does not authorize extra charges. Obtain approval for additional work and account for and return unused funds under the agreed lawful terms and professional rules.

BUSINESS DEVELOPMENT RETAINER AGREEMENT | SAMPLE

Responsibilities and changes

Client responsibilities: [CLIENT RESPONSIBILITIES]

Licenses, permits and insurance: [LICENSES AND INSURANCE]

Each party will provide the agreed cooperation and promptly report conditions that materially affect the work. The provider must perform with reasonable care and the qualifications required for the work. Neither party may bind the other to an unapproved third-party commitment.

Information and work product

Confidential information will be protected and used only for this engagement or as authorized or legally required. Public and independently developed information is excluded. Protected communications and required reporting remain permitted.

Work-product rights and delivery follow the specific terms and schedules. Third-party rights are not transferred by implication. Obtain required privacy, intellectual-property and professional permissions before use.

Ending the arrangement

[TERMINATION AND HANDOFF]

Account for completed work, expenses and unearned advances and return property as required. No unstated forfeiture, liability waiver or noncompete applies. Nonwaivable rights remain protected.

Notices and disputes: [NOTICES AND DISPUTE PROCESS]

Other terms and attachments: [OTHER TERMS AND ATTACHMENTS]

This agreement includes the identified attachments. Classification follows actual facts and law. Authorized signatories must approve amendments in writing.

Client / Employer	**Provider / Professional**
SIGNATURE	SIGNATURE
DATE	DATE

BUSINESS DEVELOPMENT RETAINER AGREEMENT | SAMPLE