

PAY FOR ACCESS RETAINER AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

Retainer Provider Full Legal Name: _____

Address: _____

Contact Email and Phone: _____

Retainer Client Full Legal Name: _____

Address: _____

Contact Email and Phone: _____

RECITALS:

WHEREAS, Retainer Provider agrees to provide access to certain proprietary or specialized services, resources, or personnel as described herein; and WHEREAS, Client desires to retain Retainer Provider to provide such access under the terms set forth in this Agreement.

AGREEMENT TERMS:

1. Retainer Services and Access

Retainer Provider shall provide Client access to the services, personnel, resources, or facilities described in Schedule A attached hereto (the “Services”). Access shall be subject to the terms and conditions set forth in this Agreement and any applicable policies or procedures communicated to Client.

2. Retainer Fee; Payment Terms

Client shall pay Retainer Provider a retainer fee in the amount of _____ USD (the “Retainer Fee”), payable as outlined in Schedule B. The Retainer Fee shall be due upon execution of this Agreement unless otherwise stated. Payments shall be made via wire transfer, check, or other mutually agreed method and are non-refundable except as expressly provided herein.

3. Term and Termination

This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this section. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Retainer Provider may terminate immediately for cause, including but not limited to Client’s failure to pay any fees when due or breach of material terms herein.

4. Use of Access; Restrictions

Client agrees to use the access and Services solely for lawful purposes and in compliance with all applicable laws, regulations, and policies. Client shall not sublicense, transfer, or grant access to third parties without prior written consent of Retainer Provider. Unauthorized use, disclosure, or duplication of any proprietary information or resources is strictly prohibited.

5. Confidentiality

Each party agrees to maintain the confidentiality of any non-public information disclosed in connection with this

Agreement, using at least the same degree of care as it uses to protect its own confidential information, but in no event less than reasonable care. Confidential information includes but is not limited to technical, business, financial, and client data.

6. Intellectual Property

All intellectual property rights in the Services and any materials provided by Retainer Provider shall remain the sole property of Retainer Provider. Client is granted no ownership or license rights except as expressly set forth in this Agreement. Client shall not reverse engineer, decompile, or otherwise attempt to derive source code or proprietary information.

7. Warranties and Disclaimers

Retainer Provider warrants that it has the right to grant the access and that the Services will be provided in a professional and workmanlike manner. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

8. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF EACH PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO RETAINER PROVIDER HEREUNDER.

9. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from the indemnifying party's breach of this Agreement, negligence, or willful misconduct.

10. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of law rules. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state or federal courts located in _____ County, _____. The parties consent to personal jurisdiction and venue in such courts.

11. Dispute Resolution; Jury Trial Waiver

The parties agree to first attempt good faith negotiation to resolve any dispute arising out of or relating to this Agreement. If unresolved, disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. Entire Agreement; Amendments

This Agreement, including any attached Schedules, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior or contemporaneous communications and proposals, whether oral or written. No amendment or modification shall be effective unless in writing and signed by both parties.

13. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The parties agree to replace any invalid provision with a valid provision that most

closely approximates the intent and economic effect of the invalid provision.

14. Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (with written confirmation of receipt); (c) on the date sent by email or facsimile (with confirmation of transmission) if sent during normal business hours on a business day, or on the next business day if sent after normal business hours or on a day that is not a business day; or (d) on the date received by the addressee, if sent by certified or registered mail, return receipt requested, postage prepaid.

15. Counterparts; Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means (e.g., PDF, email) shall be deemed effective for all purposes.

RETENTION PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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