

**CREATIVE OFFICE SERVICES
RETAINER AGREEMENT**

Parties

This Agreement (“Agreement”) is made between Creative Office Services (“COS”) and _____ (“Client”).

Effective Date

This Agreement becomes effective on _____, 2009.

Services

As of the effective date of this Agreement, COS will be available to provide and will provide the following services to Client: _____.

Monthly Retainer Discounts

General non-retainer rates are as follows:

\$65 per hour: Bookkeeping, copyediting, database design, full administrative services, survey design, statistical and mathematical projects, document design, computer and software training, research.

\$48 per hour: Word processing, transcription, data entry, document formatting.

\$38 per hour: Bulk mail services, assembly projects, hand-copying, and other non-computer clerical services.

Client understands that the following are the discounts provided to COS retainer clients:

Retainer Agreement Hours per Month	Discount Relative to General Rates
< 5 hours	8% discount
5-9 hours	12% discount
10-19 hours	15% discount
20-29 hours	25% discount
30-39 hours	33% discount
40+ hours	Individually negotiated

Payment

On the effective date of this Agreement, Client will pay an initial retainer fee, calculated as \$_____ per hour for _____ hours of work per month for the pro-rated period of _____ to _____, 2009. Client understands that the rate of \$_____ per hour is a discounted rate offered to retainer clients for services that COS would normally bill at \$_____ per hour. (See Monthly Retainer Discounts above.)

Upon receipt of this initial retainer fee, COS will begin providing the services described above. On the last business day of each month thereafter, starting Client agrees to provide an additional retainer fee in the same amount for the same number of hours of service for the following month. Again, work by COS will continue upon receipt of this retainer fee. This arrangement (retainer fee paid on the last business day of each month to cover the following month’s work) will continue for as long as all three of the following apply:

1. Client wishes to continue receiving services.
2. The nature and scope of services remains the same.
3. COS's rates remain unchanged.

Method of Payment

Client understands that for a COS client to qualify for discounted retainer rates, that client must pre-authorize COS to obtain direct automatic payment. By signing this agreement, Client authorizes COS to receive direct automatic payment every month in the following manner:

___ By charging the payment to Client's VISA or MC credit card. Client agrees to provide COS with needed credit card information at the signing of this Agreement.

___ By debiting Client's checking account. Client agrees to provide COS with needed bank and checking account information, as well as an initial check or check-by-fax, at the signing of this Agreement. Client understands that COS will produce a paper check that will clear Client's bank in the same manner as other checks written by Client. However, unless Client requests otherwise, the check will carry a check number that COS assigns. If Client wants to provide a specific check number for any given deduction, Client must provide COS with the specified check number by noon on the date the deduction will be processed.

If client's payment is declined by their bank for any reason, client will pay COS a fee of \$25.00. Also, COS reserves the right to cease all work for client until alternative payment arrangements are made.

When Hours Exceed or Fall Short of Client's Hour Allowance

If the services that Client requests in a given month exceed the number of hours specified in this Agreement, COS will provide all of the services that the Client requests, and Client agrees to pay the excess hours at the general non-retainer rate (as specified under Monthly Retainer Discounts above). COS will invoice excess hours at the end of the month in which those hours were used, and Client authorizes COS to process automatic credit card charge or bank debit for those excess hours at the same time as the next month's payment for retainer hours.

Hours not used within a given month do not carry forward to the following month, unless Client requests and COS approves a specific arrangement for carryover of hours in a given month before the additional services are rendered.

If Client observes that the number of hours used is regularly exceeding or falling short of the number of hours specified in this Agreement, Client may wish to negotiate a new retainer agreement with a greater or lesser number of hours, and COS will be glad to accommodate such a request. Client understands that increasing the number of hours in the retainer agreement may lower the hourly rate and that decreasing the number of hours may raise the hourly rate. (Refer to Monthly Retainer Discounts above.)

COS Rate Changes

When COS increases its non-retainer rates, the rates for retainer clients will likewise increase. The retainer discounts will generally remain, but are subject to change at COS's discretion. (Refer to Monthly Retainer Discounts above.)

Expenses

Client agrees to pay COS for any expenses incurred in performing Client’s work, including but not limited to postage, copying and printing, supplies, paper stock, label stock, and any monies paid to outside parties on Client’s behalf. If expenses are under \$50, COS will wait until the end of the month to bill for expenses, and Client authorizes COS to pay those expenses by charging Client’s credit card or debiting Client’s bank account at the same time COS processes the next month’s payment for retainer hours. When expenses in a given month exceed \$50, Client authorizes COS to process a separate mid-month transaction to cover those expenses. (In no case will any client mailings be delivered to the post office without prior payment of the postage amount.)

Notification of Payment Processed

Whenever any automatic transaction is processed, COS will generate and send to the Client an invoice showing the amount processed. Invoices will be sent by email in Adobe Acrobat (PDF) format unless Client requests another method.

Termination of Agreement

This Agreement may be terminated by either party giving written notice to the other.

If Client terminates this Agreement, such notice will include instructions to COS as to whether any work provided to COS but not yet completed should be completed or returned to Client prior to completion.

After all work for Client has been completed, COS will do a final accounting. If the hours of service used in the month of termination are equal to or less than the hours specified in this Agreement, COS will not process an additional transaction from Client’s credit card or bank account for hours, and no refund will be due to Client. If there were excess hours and/or expenses in the final termination month, COS will process a final transaction from Client’s credit card or bank account covering those two items.

If COS terminates this Agreement, COS will return all uncompleted work to Client, and will refund to Client any unused hours in the final month, less any expenses.

Entire Agreement

This Agreement contains the entire agreement of both the parties, and there are no other promises or conditions in any other agreement, either oral or written. Should services be added, both parties agree to sign a new Agreement to cover all services provided as well as to provide for additional payment for increased hours of service.

By signing below, each party affirms that he/she has read and understands this Agreement.

By: _____ Date: _____
Marlene McCall, for Creative Office Services

By: _____ Date: _____
_____, for _____