Content Retainer Agreement

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HOW TO USE IT

Fill in every [BLANK]. Where you see ☐ options, keep the ones you want and strike the rest.

BEFORE YOU SIGN

This is a template, not a lawyer-drafted legal document and not legal advice. It replaces the verbal agreement most of this work runs on, so both sides have the terms in writing. Laws differ by country and by state. Have a lawyer where you live read it before anyone signs.

1 The parties and the work

1.1 This agreement is made on [DATE] between [CLIENT BUSINESS NAME], of [MAILING ADDRESS] (the "Client"), and [WRITER FULL NAME OR BUSINESS NAME], of [MAILING ADDRESS] (the "Writer").

1.2 The Writer will write [TYPE OF CONTENT, FOR EXAMPLE BLOG POSTS AND A MONTHLY NEWSLETTER] for the Client's business, [WHAT THE BUSINESS DOES], in [LANGUAGE], on the monthly retainer set out in this agreement and in Schedule 1.

1.3 The Client's contact for briefs and approvals is [NAME AND EMAIL].

2 What the retainer buys

2.1 The Client chooses one of the following. Strike the other.

- ☐ Pieces: each month the Writer will write [4] pieces of [TYPE OF PIECE], each up to [1,200] words.
- ☐ Hours: each month the Writer will spend up to [20] hours on writing, editing and related work the Client asks for, logged in blocks of [30] minutes and reported with each invoice.

2.2 Each piece includes reading the brief and the material the Client supplies, research from public sources, up to [ONE] interview of up to [30] minutes with a person the Client names, one draft, and the revisions in clause 4.

2.3 Not included unless added in writing: images, design, uploading to the Client's website or social accounts, paid databases or research reports, translation, and travel.

3 The monthly fee, paid in advance

3.1 The monthly fee is [AMOUNT AND CURRENCY], plus any GST, VAT or other tax that applies.

3.2 The Writer invoices on the [1ST] of each month for that month's work. Each invoice is due within [7] days. Work for a month starts when its invoice is paid.

3.3 If an invoice is unpaid [14] days after it is due, the Writer may pause all work, including pieces in progress, until it is paid. Deadlines move by the length of the pause.

4 Briefs, turnaround and revisions

4.1 The Client sends each brief by [EMAIL OR THE TOOL NAMED IN SCHEDULE 1]. A complete brief gives the topic, the reader, the length, the material to use, the person who approves the piece, and the date it will be published.

4.2 The Writer delivers the first draft of each piece within [5] working days of a complete brief.

- ☐ A rush piece, delivered within [2] working days, counts as [1.5] pieces, or is charged at the extra work rate in clause 6.

4.3 The Client may ask for [ONE] round of revisions on each piece: one set of written comments, sent together, within [5] working days of delivery. The Writer returns the revised piece within [3] working days. If no comments arrive in time, the piece is accepted.

4.4 A change of topic, angle or reader after the first draft is a new piece.

5 Unused pieces or hours

5.1 The Client chooses one of the following. Strike the other.

- ☐ Unused pieces or hours expire at the end of each month. The fee pays for the Writer's reserved time, used or not.
- ☐ Unused pieces or hours roll over to the next month only, up to [2] pieces or [8] hours. Rolled-over work is used first, and expires if it is not used that month.

5.2 Under either option, work that goes unused because the Writer missed a deadline or was unavailable is carried over and delivered within [30] days, or credited against the next invoice if the Client prefers.

5.3 A brief sent in the last [3] working days of a month counts against the next month.

6 Extra work

6.1 Work beyond the monthly allowance is charged at [RATE PER PIECE OR PER HOUR].

6.2 Before extra work starts, the Writer will confirm its cost in writing and the Client will approve it in writing. An email from each counts.

6.3 Extra work is invoiced at the end of the month in which it is delivered, and is due within [14] days.

7 Rate review

7.1 The monthly fee stays fixed for the first [12] months.

7.2 After that, the Writer may propose a new fee once in any [12] month period, by written notice at least [60] days before it would apply.

7.3 If the Client does not accept the new fee, either party may end this agreement under clause 8, and the old fee applies until it ends.

8 Minimum term and notice

8.1 This agreement starts on [START DATE] and runs for a minimum term of [3] months.

8.2 After the minimum term it continues month by month until either party ends it by [30] days' written notice. An email counts.

8.3 The fee for the notice period is payable, and the Writer delivers the work for it.

8.4 Either party may end this agreement at once if the other breaches it and does not put the breach right within [14] days of written notice.

8.5 When this agreement ends, the Writer delivers every finished piece already paid for, and the Client pays for all work delivered.

9 Who owns the work

9.1 When the Client pays the fee for a month, the Writer assigns to the Client all copyright and other rights in every piece delivered for that month, including the drafts of those pieces (together, the "Work"). Extra work passes to the Client when its invoice is paid.

9.2 The assignment covers the whole world, the full term of copyright, and every medium, format and purpose now known or developed later, including the Client's websites, social accounts, newsletters, advertising, print, and adaptation into other formats.

9.3 No royalty or further payment is due beyond the fees in this agreement. The assignment does not lapse if the Client does not use a piece within one year, or at all.

9.4 Until a month is paid, the Client may publish that month's pieces under a licence that ends if the invoice is still unpaid [30] days after its due date.

9.5 The Writer keeps pitches and ideas the Client did not commission, and the Writer's own methods, templates and know-how. Material the Client supplies stays the Client's.

9.6 The Writer will sign any further document the Client needs to record this assignment.

10 Byline and portfolio

10.1 The Client chooses one of the following. Strike the other.

- ☐ The pieces are published under the Client's brand, or the name of a person at the Client. The Writer is not named.
- ☐ The pieces are published under the Writer's name.

10.2 To the extent the law allows, the Writer agrees not to assert any right to be named as author beyond the option chosen above.

10.3 Portfolio: ☐ The Writer may show published pieces, with a link, in their portfolio. ☐ The Writer may name the Client as a client, without showing the pieces. ☐ The Writer will not mention the Client or the work to anyone.

11 Independent contractor

11.1 The Writer is an independent contractor running their own business. Nothing in this agreement makes the Writer an employee, worker, partner or agent of the Client.

11.2 The Writer decides how, when and where the work is done, within the deadlines in clause 4, and uses their own equipment, software and workspace. The Client sets the brief and approves the result. It does not set the Writer's hours or methods.

11.3 The Writer is free to work for other clients and to advertise their services.

- ☐ During this agreement the Writer will not write for these named competitors of the Client: [NAMES, NO MORE THAN THREE].
- ☐ The Writer may use a subcontractor or assistant, at the Writer's own cost, bound in writing by clause 12. The Writer stays responsible for the work. ☐ The Writer will do all the work themselves.

11.4 The Writer pays their own tax, social security and insurance, holds any licence or permit the Writer's country requires, and gets no salary, leave, pension or other employee benefit from the Client.

12 Confidentiality

12.1 The Writer will keep confidential everything the Client shares that is not public, including plans, figures, customer information, unpublished pieces and drafts, and will use it only for this agreement.

12.2 The Writer may share it only with a subcontractor allowed under clause 11.

12.3 This clause does not cover information that is public through no fault of the Writer, or that the law requires the Writer to disclose. It lasts for [TWO] years after this agreement ends, and with no end date for personal data and trade secrets.

12.4 When this agreement ends, the Writer will return or delete the Client's material within [30] days of a written request, and confirm in writing that it is done.

13 Use of AI

13.1 The Client chooses one of the following before the first brief. Strike the other.

- ☐ Human-written. The Writer writes every sentence of every piece. AI tools may be used only for the support tasks ticked below.
- ☐ AI-assisted. The Writer may use AI tools to draft, will say so on each delivery, and will rewrite, edit and check every line before delivery. The Writer is responsible for every word.

13.2 Support tasks the Client allows. Strike any the Client does not allow:

- ☐ Research leads, with every fact checked by the Writer against the original source.
- ☐ Transcription of interviews with the Client's people, with every quote checked against the recording.
- ☐ Spelling and grammar checks.

13.3 Under either option, no AI tool will invent a quote, a statistic, a source or a customer story. The Client's material goes only into tools set so that it is not used to train an AI model. The Writer will name the tools used on request.

14 Facts, originality and approval

14.1 Each piece will be the Writer's original work. It will not copy any other work, except short quotes with credit and material the Client supplies.

14.2 The Writer will check facts against original sources, keep a list of sources for each piece and send it on request, and flag any claim about health, money, law or a competitor that may need review.

14.3 The Client approves each piece before it is published, and is responsible for claims about its own products, prices and results, and for any legal or regulatory review its industry needs.

14.4 The Client confirms it has the right to give the Writer the material it supplies, including images, data and customer stories.

15 Disputes, the law and general

15.1 This agreement is governed by the laws of [COUNTRY, AND STATE OR EMIRATE IF ANY].

15.2 If a dispute arises, the parties will first talk in good faith for [30] days. If that fails, ☐ the courts of [CITY] have exclusive jurisdiction ☐ the dispute goes to arbitration by a sole arbitrator in [CITY], under [RULES].

15.3 This agreement and Schedule 1 are the whole agreement about the retainer. Changes are valid only in writing confirmed by both parties, and an email from each counts. This agreement may be signed by electronic signature and in counterparts. If any clause is unenforceable, the rest stands.

Schedule 1: the monthly plan

Start date	[DATE]
Work each month	[4 PIECES OR 20 HOURS]
Type of content	[FOR EXAMPLE, BLOG POSTS OF UP TO 1,200 WORDS]
Monthly fee	[AMOUNT AND CURRENCY]
Invoice date	[1ST OF EACH MONTH]
Extra work rate	[RATE PER PIECE OR PER HOUR]
Briefs and delivery	[EMAIL OR TOOL NAME]
Client approver	[NAME AND EMAIL]

Signatures

Client, signed by a person with authority to bind the business

SIGNATURE

FULL NAME

DATE

Writer

SIGNATURE

FULL NAME

DATE