

# Structured Retainer Agreement

This agreement is made and entered into as of this \_\_\_ day of \_\_, 20XX, by Skyline Glazing Solutions, LLC and **Company**, for the business of specialty contracting work, specifically building enclosure system estimating and pre-construction services. The aforementioned parties to this Agreement are hereinafter sometimes referred to collectively as the “Parties”, or Skyline Glazing Solutions, LLC as “SGS” or **Company** as “CO”.

WHEREAS, the parties mutually wish to pursue specialty contracting work together. Parties are both committed to further the business of SGS and **CO**. All information and files shared between the Parties are confidential.

NOW, THEREFORE, and in consideration of the acts, payments, covenants, and mutual agreements herein described and agreed to be performed, the parties agree as follows:

1. **Hourly (HRLY) Services:** This will include any items billable by hours, and may include:
  - a. Estimate Takeoffs (EST-T/O)
  - b. Material Takeoffs (MTO)
  - c. Project Management assistance (PM)
  - d. Project Consultation and Coordination (PCN)
2. **Duration:** This contract is month to month.
3. **Payment Terms:** Parties agree that SGS is to receive compensation for the services listed.
  - a. Compensation to be a gross **\$X,XXX.00** per month as a baseline, guaranteed in exchange for up to **65** man-hours. This may be paid via credit card (via telephone or website), or by check.
  - b. All retainer payments are billed on the **1st** and due by the **7th** of the month. If payment is not received, the hours are billed at our regular hourly rate, cancelling the retainer contract.
  - c. Failure to pay the retainer by the 7th of the month will result in the standard of **\$XX.00/hr** for hours logged from the beginning of the month until an in-full payment clears, and all work will be paused until the balance is paid in full.
  - d. Any effort above and beyond **65** manhours to be billed @ **\$XX.00** per manhour, and included on the invoice for the next month’s retainer, or billed directly to **CO** should services already be discontinued. Any positive retained balance upon the end of serviced will be returned to **CO** by check within 30 days.
  - e. All weekend hours will be billed at 1.5x against the retainer.
  - f. All holiday hours will be billed at 2x against the retainer.
  - g. Billing each month will only be for the hours used to bring the retainer back to **65** manhours.
4. **Scope of work:** The retainer covers all hourly services. Drafting and engineering services are *excluded* and will be quoted/billed by project.
5. **Termination Clause:** Any remaining balances can only be returned with a *written* 2 week notice (via mail or email) while active work is in progress.
6. **Intellectual Property:** Any and all intellectual property is to stay between SGS and **CO**, and may not be sold or distributed without written permission. However, all “Deliverable” items sent by SGS to **CO** may be used as **CO** sees fit.
7. **Confidentiality:** All information shared between SGS and **CO** is strictly confidential and may not be shared without written approval.
8. **Accounting of Effort:** Reconciliation and accounting to be available to all parties always.
  - a. SGS will provide a previous month review of hours at the beginning of the following month, showing hours billed against the retainer per project.
  - b. When CO is billed, they will receive two reviews: “Retainer Balance” and “Project Time Report.”

- c. Access will be set up in project management software for CO (to provide SGS members who need logins provided) to view active projects, archived projects, and time logged on each project.
- d. A 100% accessible sharefile will be set up with deliverables for all projects CO may access at any time. This file will be on either OneDrive or Dropbox (CO to choose which platform and provide list of members who require access).
9. **Dispute Resolution:** Should CO have any issues with information provided by SGS will be put in writing within 10 days of submittal and will be rectified to the best of SGS's ability, with no billing of time to this retainer. Any and all credited hours will be displayed on the "Retainer Balance" sheet received at the beginning of the month.
10. **Modifications:** Any and all modifications made to this contract must be in writing, and a modified contract must be signed to be binding in a court of law.
11. **Governing Law:** Any and all legal disputes are to be made in the Graham, Pima, or Maricopa County courts of Arizona.
12. **Accounting of effort:** Reconciliation and accounting to be available to all parties always. SGS will provide a previous month review of hours at the beginning of the following month, showing hours billed against the retainer as well as per project.
13. **Additional Information:** All required individuals will be given a login to our PM software ProWorkflow (PWF) to see what is in queue/status, as well as time that has been logged.

**Acknowledged and agreed upon by:**

Skyline Glazing Solutions, LLC

Company