



FREELANCE LIKE A PRO

THE "LANDLORD RETAINER" CONTRACT TEMPLATE

Use these retainer payment terms to *guarantee* you get paid for every second of work you do (even if your client goes bankrupt).

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Hey, Brian from Freelance Like A Pro here. Thanks for grabbing a copy of my "Landlord Retainer" contract template. And welcome to a community of freelancers dedicated to "turning pro." I like to call us *PRO*-lancers.



Using this contract template, you will get your retainer clients to pay you in advance for your work every month. And you'll also collect their final month's payment at the beginning of the retainer. That way, it's *impossible* for your client not pay you for your work. (Even if they go bankrupt in the middle of the engagement.)

After adding these templates to your contract, **make sure to replace or remove the blue text based on your own contract terms and definitions.** Replace "**Contractor**" with the term you've used to define yourself in the contract. And replace "**Client**" with the term you've used to define your client in the contract.

Note: I'm not a lawyer. I'm not acting as your attorney, and this is not legal advice. The recommendations in this document are "self-help" guidance and provided on an "as-is" basis with no warranties or guarantees. Consult with your own attorney before following these suggestions.



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Payment Terms

[Contractor] incurs significant and disproportionate costs during the first 90 days of a Retained Services Agreement (RSA). They include, but are not limited to, **[Contractor]** declining other projects to ensure **[Client]** receives the Services promised under the RSA. Therefore, the terms and conditions associated with this RSA are as follows:

[Contractor] will charge a monthly fee of **[monthly payment, spelled out]** US Dollars (**[\$X,XXX]**)

[Contractor] will submit invoices on the 15th day of each month for Services to be performed the following month. Payment is due by the last day of the month in which the invoice was sent, otherwise **[Contractor]** will cease Services beginning on the first day of the following month until Payment is made for that month.

Upon signing of the Agreement, **[Client]** guarantees to pay **[Contractor]** an upfront nonrefundable payment equal to the first three (3) monthly payments of the project (the "Guaranteed Payment"). The Guaranteed Payment is a nonrefundable payment irrespective if the Agreement is terminated by **[Client]** prior to completion of the first three (3) months. If Agreement is terminated by **[Contractor]** prior to completion of the first three (3) months, **[Contractor]** will refund to the **[Client]** an amount equal to the pro rata portion of the Guaranteed Payment.

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[Client] will pay the Guaranteed Payment of **[three-month payment, spelled out]** US Dollars (**[\$X,XXX]**) at the commencement of this RSA. This payment will cover the first two months and the last month of Services. **[Contractor]** will invoice **[Client]** on a monthly basis beginning the 15th of **[Month]**.

Note: *When choosing the month at the end of the sentence above, make sure that you are **both** getting paid in advance for the following month and keeping a full month's payment in the bank.*

*So if your retainer starts April 1st, the Guaranteed Payment covers your services for April, May, and the final month of the retainer. Which means your next invoice will to be on **May 15th**. That way, you get paid for June in advance. And you keep the last month's payment in the bank for whenever the retainer ends.*

PRO-lancer tip: *If your retainer is going to start in the middle of the month, I would prorate the first month and reduce the Guaranteed Payment accordingly.*



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Should either party provide Notice of Termination for this RSA **[as specified in 6.1 ("Notice") of the MSA]**, **[Contractor]** will continue to provide Services for the month in which Notice of Termination was given and the entire following month to allow for a smooth transition, and **[Client]** will pay for Services in this final month. For clarity, if **[Client]** issues notice of termination on January 10, **[Contractor]** will provide Services for the remainder of January and all of February, and **[Client]** will pay for these Services.

This final month's payment is mandatory and non-refundable, even if **[Client]** would prefer to terminate this RSA immediately and does not desire or require Services from **[Contractor]**. **[Client]** will pay for the final month's Services under the Guaranteed Payment, as defined earlier, and **[Contractor]** will not issue a refund for the final month's payment.



DISCLAIMER

The information in this guide is for educational and informational purposes only. It is being provided to you as a self-help tool for your own uses. It is not legal, financial, or tax advice. This information is to be used at your own risk based on your own judgement.

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