



# RETAINER AGREEMENT TEMPLATE

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Workflow Automation Delivery Framework

**ENTERPRISE EDITION**

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# Retainer Agreement Template

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## Ongoing Maintenance & Support Services

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RETAINER AGREEMENT

Agreement #: [RET-XXXX]  
Start Date: [DATE]

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## PARTIES

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**Provider:**

[YOUR COMPANY NAME]

[Email]

**Client:**

[CLIENT COMPANY NAME]

[Email]

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# 1. RETAINER OVERVIEW

## 1.1 Purpose

Provider will provide ongoing maintenance and support services for Client's automation workflows as described in this Agreement.

## 1.2 Covered Systems

This retainer covers the following workflows/systems:

#	WORKFLOW/SYSTEM NAME	DESCRIPTION
1	[Name]	[Brief description]
2	[Name]	[Brief description]
3	[Name]	[Brief description]

*Additional systems may be added by mutual written agreement.*

# 2. RETAINER TIER

**Selected Tier: [BASIC / STANDARD / PREMIUM]**

TIER	MONTHLY FEE	HOURS INCLUDED	FEATURES
Basic	[\$XXX]	[X] hours	Monitoring, bug fixes, email support
Standard	[\$XXX]	[X] hours	Above + minor updates, monthly call
Premium	[\$XXX]	[X] hours	Above + priority support, development time

**Selected: [TIER NAME] at \$[XXX]/month**

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## 3. INCLUDED SERVICES

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### 3.1 Always Included (All Tiers)

**Monitoring:**

- ☐ Execution monitoring
- ☐ Error alerting
- ☐ Performance oversight

**Bug Fixes:**

- ☐ Identify and resolve bugs
- ☐ Fix broken integrations
- ☐ Restore failed workflows

**Updates:**

- ☐ Apply security patches
- ☐ Update for API changes (when feasible)
- ☐ n8n version compatibility

**Support:**

- ☐ Email support
- ☐ Response within SLA timeframes

### 3.2 Standard & Premium Tiers

**Monthly Check-In:**

- ☐ 30-minute monthly call
- ☐ Review performance
- ☐ Discuss upcoming needs

**Minor Updates:**

- ☐ Small configuration changes
- ☐ Prompt/output adjustments
- ☐ Minor logic tweaks

**Monthly Report:**

- ☐ Execution statistics
- ☐ Issues resolved
- ☐ Recommendations



### 3.3 Premium Tier Only

**Priority Support:**

- ☐ Faster response times
- ☐ Direct communication channel
- ☐ Weekend availability for critical issues

**Development Hours:**

- ☐ [X] hours of development time included
- ☐ For enhancements within existing systems

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## 4. EXCLUDED SERVICES

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The following are **NOT** included and will be quoted separately:

- ☐ New workflow development
  - ☐ New integration additions
  - ☐ Major feature changes
  - ☐ System redesigns
  - ☐ Training for new team members
  - ☐ Scope expansion
  - ☐ Third-party API costs
  - ☐ n8n hosting/subscription fees
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## 5. SERVICE LEVEL AGREEMENT (SLA)

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### 5.1 Response Times

SEVERITY	DEFINITION	RESPONSE TIME	RESOLUTION TARGET
Critical	System down, major business impact	[2-4] hours	Same business day
High	Partial failure, significant issues	[4-8] hours	[24] hours
Medium	Feature broken, workaround available	[24] hours	[3-5] business days
Low	Minor issue, enhancement request	[48] hours	Next maintenance cycle

### 5.2 Business Hours

- **Standard Support:** Monday-Friday, [9am-6pm] [TIMEZONE]
- **Premium After-Hours:** Critical issues only, [details]

### 5.3 Holidays

[List observed holidays or reference policy]

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## 6. COMMUNICATION

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### 6.1 Support Requests

- **Email:** [support email]
- **Slack/Other:** [if applicable]
- **Emergency:** [phone/method for critical]

## 6.2 Monthly Check-In (Standard/Premium)

- Scheduled: [Day of month/week]
- Duration: 30 minutes
- Agenda: Performance review, issues, upcoming needs

## 6.3 Reporting

Provider will deliver a monthly report including:

- Execution statistics
- Issues handled
- Hours used
- Recommendations

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# 7. HOURS & OVERAGE

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## 7.1 Included Hours

**[X] hours** per month included in retainer fee.

## 7.2 Hour Tracking

- Hours tracked in [15/30]-minute increments
- Monthly summary provided with report
- Client may request detailed log

## 7.3 Unused Hours

- ☐ **Option A:** Unused hours expire (do not roll over)
- ☐ **Option B:** Up to [X] hours roll over to next month

## 7.4 Overage

Hours beyond included amount are billed at:

- **Overage Rate:** \$[XXX]/hour
  - Billed with next monthly invoice
  - Client notified when approaching limit
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## 8. FEES & PAYMENT

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### 8.1 Monthly Retainer Fee

\$[XXX] per month

### 8.2 Billing Cycle

- Invoiced on the **[1st]** of each month
- For the upcoming month (paid in advance)

### 8.3 Payment Terms

- Due within **[15]** days of invoice
- Payment methods: [Bank Transfer, Credit Card]
- Late fee: [1.5%] per month on overdue amounts

### 8.4 Annual Option

**[X]% discount** for annual prepayment: \$[XXX]/year

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## 9. TERM & TERMINATION

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### 9.1 Initial Term

This Agreement begins on **[START DATE]** and continues on a month-to-month basis.

## 9.2 Termination

Either Party may terminate with **[30]** days written notice.

## 9.3 Effect of Termination

Upon termination:

- Client pays for all services rendered through effective date
- Prorated refund for unused prepaid time (if applicable)
- Final documentation/handover provided
- Ongoing confidentiality obligations continue

## 9.4 Transition Support

Provider will offer reasonable transition assistance including:

- Documentation update
- Knowledge transfer call
- Export of all workflow files

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# 10. RESPONSIBILITIES

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## 10.1 Client Responsibilities

- Maintain n8n subscription and hosting
- Pay for all third-party API costs
- Provide timely access for troubleshooting
- Report issues promptly
- Pay invoices on time

## 10.2 Provider Responsibilities

- Respond within SLA timeframes
- Maintain quality of service
- Provide regular reporting
- Communicate proactively about issues

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## 11. LIMITATIONS

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### 11.1 Scope Limitations

This retainer covers **maintenance and support only**. New development is quoted separately.

### 11.2 Third-Party Issues

Provider is not responsible for:

- Outages of third-party services
- API changes by third parties (though we'll help adapt)
- Issues caused by Client modifications

### 11.3 Liability

Provider's liability is limited to fees paid in the preceding [3] months.

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## 12. GENERAL TERMS

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### 12.1 Confidentiality

Both Parties will maintain confidentiality of proprietary information.

### 12.2 Independent Contractor

Provider is an independent contractor, not an employee.

### 12.3 Amendments

Changes require written agreement from both Parties.

### 12.4 Governing Law

This Agreement is governed by the laws of [STATE/COUNTRY].

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# SIGNATURES

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## Provider

Signature	_____
Name	[YOUR NAME]
Date	_____

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## Client

Signature	_____
Name	_____
Title	_____
Date	_____

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# EXHIBIT A: COVERED SYSTEMS DETAIL

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SYSTEM	DESCRIPTION	INTEGRATIONS	NOTES

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## EXHIBIT B: ESCALATION CONTACTS

ROLE	NAME	EMAIL	PHONE
Provider Primary			
Provider Backup			
Client Primary			
Client Backup			

*Template Version 1.0*

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