

Retainer Agreement General (short version)

This document is a supplement to practicePRO's *managing the finances of your practice* booklet. It reviews the steps you can take to better manage the finances of your practice, and is available at www.practicepro.ca/financesbooklet

This document should be adapted to suit your practice and the matter it is being used for. See Note below.

Dear [name of client]:

Re: [description of matter]

In accordance with our meeting of [date], we have agreed to represent you in connection with [description of matter].

You also informed us that you have a problem concerning [describe] but we are not representing you with respect to that problem.

We wish to thank you for selecting our law firm to represent you. We also wish to confirm our agreement as to fees and payment. Our fees for legal services are \$[amount] per hour plus any out-of-pocket expenses (also known as disbursements) that may be incurred, such as filing fees, etc.

We will bill you approximately monthly, depending upon the amount of work that was done on your file during that period of time. At this time, it is difficult to estimate the amount of time and expenses that will be necessary to adequately represent you in this case. However, as we discussed, the fee will not be less than \$[amount]. It is also understood that we will advise you before undertaking any procedures that will substantially increase the amount of fees and will proceed only upon your instructions to do so.

Before we begin work on your behalf, we require a retainer in the amount of \$[amount]. The retainer will be placed in our trust account and will serve as a source of payment for all or part of our account or accounts when rendered. You will be asked to replenish the retainer from time to time. Any unused portion will be returned to you upon the completion or termination of our services.

At this time we [are waiting to hear further from you *or*] explain what procedures you have done or are preparing to do *or*] we will do nothing further until we hear from you].

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We will make every effort to reach settlement in accordance with your wishes. However, we cannot guarantee success or that we will be able to reach a negotiated settlement. We will keep you fully informed of all events as they develop, but as we explained to you there may be periods of time in which nothing is taking place, or we are waiting for responses from other parties or we are waiting for a trial date.

We will try to return your phone calls or respond to your letters as quickly as possible, but we will not always be able to do so on the same day that you have left a message. If a matter is urgent, please let the writer's secretary know and we will make every effort to respond to you on an urgent basis.

If any of the items set forth above are not as you feel our agreement to be, please contact us immediately.

Yours truly,

[name]

NOTE: Model retainers are provided by LAWPRO for your consideration and use when you draft your own documents. They are NOT meant to be used "as is". Their suitability will depend upon a number of factors, such as the current state of the law and practice in each area of law, your writing style, your needs, and the needs and preferences of your clients. These documents may need to be modified to correspond to current law and practice.

Retainer letters or agreements should include reference to the following:

- identity of the lawyer and the client;
- scope of service (is your work to be limited in any way?);
- obligations of client;
- delegation of work;
- expected chronology;
- fee arrangement;
- billing format;
- rate changes;
- withdrawal or termination of services; and
- conflicts of interest.

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