

SAMPLE

LOMAS Administrative Form

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ENGAGEMENT LETTER/RETAINER LETTER

DATE

NAME

ADDRESS

CITY STATE & ZIP

Re: Legal Representation (Non-Litigation)

Dear :

We understand that you desire to have our firm represent you as your attorneys in (the matter name). Our representation pursuant to this Agreement shall become effective upon our acceptance of employment.

We require an initial retainer fee of \$ _____ (optional) before we review the necessary information and documents or take any action related to this representation. All retainers will be deposited in the firm=s trust account and will be applied toward the fees and costs incurred in this matter. We will bill against the retainer on a monthly basis; however, you will be billed for any fees and costs that exceed the retainer. We may further require and request that you maintain a minimum balance in our trust account at all times. Upon completion of our representation, any excess will be refunded to you by the firm.

The firm will bill you at the firm=s standard hourly rates for attorneys, which currently range from \$ _____ to \$ _____. We will also utilize law clerks and paralegals where possible; their hourly rates currently range from \$ _____ to \$ _____. If these rates change, we will notify you thirty (30) days in advance. It is understood that the hourly time charges include, but are not limited to: court appearances, telephone conferences, office conferences, legal research, depositions, review of file materials and documents sent and received; preparation for trials, hearings, depositions and conferences; drafting of pleadings, instruments, office memoranda and correspondence. We estimate, but cannot guarantee, that legal fees will be in the range of \$ _____ to \$ _____ for this matter. However, it is impossible to determine in advance the amount of time that will be needed to complete your case.

Additionally, you will be responsible for all costs incurred on your behalf which typically include court costs, deposition costs, travel expenses, and standard office costs such as postage, photo copying and long-distance telephone charges, as well as other costs incurred in this matter.

The firm will bill you on a monthly basis and payment is due upon receipt of our statement. Please make your checks payable to _____ (firm name) _____. Any unpaid balance that remains outstanding _____ (____) days after the date of our statement for services will accrue interest at an annual rate of _____ percent (____%) on the unpaid balance. Furthermore, if our fees are not paid timely, we will terminate our services and withdraw from any proceeding or case then pending. Additionally, should it become necessary, you will be responsible for any costs and attorneys= fees incurred by this firm in collecting any unpaid and outstanding balances owed. We shall have a lien on all of your documents, property, or money in our possession for the payment of all sums due us from you under the terms of this Agreement.

As prescribed by The Florida Bar, the following factors will be considered as guides when determining the reasonableness of fees for legal services, such as the following: (1) the time and labor required, the novelty and difficulty of the questions involved and the skill requisite to perform the legal services properly; (2) the

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fee customarily charged in the locality for similar services; (3) the amount involved and the results obtained; (4) the time limitations imposed by you or by the circumstances; (5) the nature and length of the professional relationship with you; (6) the experience, reputation and ability of the attorneys performing the services.

If this letter accurately reflects our understanding, we request that you sign the original and return it to our office along with the initial retainer fee. A copy of this letter is enclosed for your records and information. Unless and until we receive the signed copy of this letter, along with the full initial retainer, we may elect not to undertake any work on your behalf.

It is critical to remind you of your duty to preserve and retain any all documents, correspondence, photos, devices, electronically stored information (“ESI”), immediately. The scope of retention is vast, our office will provide a direct and detailed legal hold notice and correspondence, soon, but imperatively you need to be aware that all documents, devices, and ESI related to this instant action are now on a litigation hold. A litigation hold notice will be forthcoming with more details but you must immediately implement a preservation plan to avoid any intentional or unintentional deletions, whether by auto-delete or any recycling of devices or back-up tapes or similar.

Your cooperation in this matter is very important; specifically, you must keep us informed of all relevant facts and circumstances and respond promptly to all papers sent to you.

We look forward to working with you on this matter. Please do not hesitate to give us a call at any time should you have any comments or questions about our representation.

Sincerely,

Enclosures

ACKNOWLEDGMENT OF DESIRE TO EMPLOY FIRM

I/We understand and agree to the terms set forth above and do hereby employ your services in accordance with the same, and authorize you to use our/my funds held in your trust account for attorneys= fees and costs incurred during your representation.

Dated: _____ By: _____

Its _____

ACCEPTANCE OF EMPLOYMENT BY FIRM

Dated: _____ By: _____
FIRM NAME

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