

## ENGAGEMENT LETTER/RETAINER LETTER

DATE

NAME

ADDRESS

CITY STATE & ZIP

Re: Legal Representation (Non-Litigation)

Dear :

I am pleased to welcome you as a client of this firm and to confirm the nature, scope and terms of our employment to represent your interest in the above matter. While we cannot guarantee the success of our efforts, we will undertake to represent your interest vigorously and efficiently. You will be kept current by our office of all significant developments in the course of this employment.

Our firm will provide you with monthly statements that will show for the period designated on the statement the costs advanced and the attorney's fees calculated as a multiple of the appropriate hourly rate. Our manual billing closes on the 15<sup>th</sup> of each month. You hereby agree to make timely payment of the amount shown on the statements. The statements will be reviewed before they are issued to ensure that the amount charged is appropriate. Many factors will be taken into account in billing for services rendered. The principal factor is usually the application of our established hourly rate; most statements for services are simply the product of the hours worked multiplied by the hourly rates of the attorneys and the legal assistants who do the work. We agree to continue our representation at the hourly rate described, or adhere strictly to any contingent agreement established, unless you have been notified in advance of any change.

Our hourly rates for specific attorneys and other members of our professional staff are based on their respective years of experience, specialization in training and practice, and level of professional attainment. Currently, my hourly rate is \$\_\_\_\_\_ and my paralegal's rate is \$\_\_\_\_\_. The other attorneys and legal assistants in our office who may be used in this employment will be designated and supervised by us in accordance with our best judgment as to your needs and cost efficiency. The hourly rates may change, but you will be notified in advance of any change.

In the course of our employment, it may be necessary for us to incur expenses for items such as meals, parking, official fees, telephone calls, and transcripts of proceedings. Also, some matters require substantial amounts of costly ancillary services such as photocopying, word processing, computerized legal research, staff overtime, and travel. In order to allocate these expenses fairly and keep hourly rates as low as possible for those matters which do not involve such expenditures, these items are separately itemized on your statement as "costs."

You hereby agree to provide this firm with a retainer in the amount of \$\_\_\_\_\_. This retainer will be applied against the (Fees/Costs) incurred as discussed above. Any unused retainer amounts will be refunded to you upon completion of our services, should there be any remainder.

Both you and this firm shall have the right to terminate this employment at any time, subject to this firm's obligation to give reasonable notice to arrange for alternative representation. In the unlikely event that arbitration or other legal proceedings are instituted to collect fees and costs owing to us by you, the prevailing party shall be entitled to the allowance of reasonable attorney's fees and costs of such action.

**KASS SHULER, P.A.**

Date:

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Retainer agreement

Our firm will provide status updates to you via email, mail, or facsimile, to keep you apprised as developments when they occur, or interim updates and requests for information as necessary. At this time, we have reviewed the parties identified by you in your consultations and have not encountered any conflicts of interest, therefore, we can openly and freely represent you without conflict.

**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.**

Please review this letter carefully. If it meets with your approval, sign a copy of this letter to confirm our agreement and return it in. If any of the provisions are unclear, please call me for clarification. We will undertake this employment upon receipt of the signed copy of this letter and the retainers discussed above.

If you should have any questions during the course of our employment, please contact me and I will promptly respond. Again, we welcome you a client of our firm, for whom we will do our best to obtain a successful result.

Sincerely,

FIRM.

\_\_\_\_\_/bam

I HEREBY APPROVE AND AGREE to the above terms and conditions.

CLIENT NAME

By \_\_\_\_\_

\_\_\_\_\_

Date

Printed

Title: \_\_\_\_\_