

SAMPLE ENGAGEMENT LETTERS

Sample Engagement Letters No. One

[Date]

[New Client]

RE: *Employment of* _____ *by* _____

Dear _____:

Thank you for selecting _____ to represent you with respect to _____ . This letter will confirm our recent discussion regarding the scope and terms of this engagement.

Our firm has agreed to represent you in this lawsuit. I personally will supervise the case. However, it is anticipated that other lawyers and legal assistants in the firm also will work on the case.

[Give some detail of the anticipated services, and discuss any limitation on the scope of the representation.]

[Straight hourly option] You have agreed to pay for our services based on the time we spend working on the case. My current hourly rate is \$_____ per hour. The rates of our associates currently range between \$_____ and \$_____ per hour. Legal assistants, who will be utilized where appropriate to avoid unnecessary attorney fees, currently are charged at \$_____. These rates are subject to change once a year, usually in December. Generally you will be billed for all time spent on your matter, including telephone calls.

[Value added billing option] You have agreed to pay for our services based on the time we spend working on the case, with allowance for reduction or increase in fees under certain circumstances. My current hourly rate is \$_____ per hour. The rates of our associates currently range between \$_____ and \$_____ per hour. Legal assistants, who will be utilized where appropriate to avoid unnecessary attorney fees, currently are charged at \$_____. These rates are subject to change once a year, usually in December. On occasion, time may be written off before a statement is sent because we feel there has been some degree of inefficiency in the work, or for other reasons. On the other hand, fees may be raised above hourly rate levels, based on the complexity of the matter, superior results, or other factors. If applied, we will discuss any such increases with you, and believe you will find them appropriate.

We will forward billing statements monthly. They will contain a description of services, including the date, the person rendering the service, the amount of time involved, and a description of the task accomplished. Monthly statements also will itemize monies we have advanced on your behalf, such as service and filing fees, expert witness fees, court reporter fees, and charges for investigation, travel and accommodation, telephone long distance, photocopies and teletypes.

As discussed, our current estimate for this engagement is \$_____. **[Detail items the estimate covers and does not cover.]** This estimate is imprecise as my knowledge of the facts at this time is limited. We will advise you if fees will be significantly higher than this estimate. At such time, you may decide to restrict the scope of our efforts or we may make other adjustments. This estimate does not include cost items.

You have paid us the sum of \$_____ as an advance against fees and costs, which we have deposited to our trust account. After your receipt of monthly statements, we will pay the amount of the statement from the trust account. If any portion of the advance is unexpended at the conclusion of the case, it will be refunded to you. If the advance is expended, you have agreed to pay subsequent monthly statements on receipt. An interest charge of one and one-half percent per month is charged on statement balances not paid within 30 days of billing.

You will appreciate we can make no guarantee of a successful conclusion in any case. However, the attorneys of this firm will use their best efforts on your behalf.

[Include any special disclosures that may be appropriate, such as potential conflicts of interest, client confidentiality issues, etc.]

My objectives are to provide you with excellent legal services and to protect your interests in the event of my unexpected death, disability, impairment, or incapacity. To accomplish this, I have arranged with another lawyer to assist with closing my practice in the event of my death, disability, impairment, or incapacity. In such event, my office staff or the assisting lawyer will contact you and provide you with information about how to proceed.

If this letter fairly states our agreement, will you please so indicate by signing and returning the enclosed copy in the enclosed business reply envelope. If you have any questions or concerns, please call me to discuss them. We greatly appreciate the opportunity to represent you on this case and look forward to working with you.

Sincerely,

Attorney Name
Firm Name