

[Engagement Letter/Fee Agreement - New Client: Suggestions and alternatives in brackets]

LAW FIRM NAME

{Date}

{Client}

{Company Name}

{Address 1}

{Address 2}

{City, State, Zip Code}

Dear {Client}:

Thank you for selecting [me or our firm] to represent you in [specify in *detail* what firm will do for client]. If at any time other work or additional related work is required, you will be notified by a separate letter. [If appropriate, include a description of services that are not being provided. Make the scope of representation clear.]

You agree that at this point no other attorney or law firm is representing you in this claim. In addition, you have told us about any lawyers you may have hired and dismissed previously on this claim. You have hired us to represent you. Please do not undermine your own case by trying to negotiate with others on your own or by trying to settle a claim without our knowledge or consent. If you insist on negotiating on your own behalf, we will have the right to withdraw from representing you.

The attorney primarily responsible for your case is _____; in addition, other attorneys or staff members may be assigned to your case. Also, in some instances, it may become necessary for us to associate attorneys from other firms or experts to assist with your case. If this occurs, we will let you know in advance and you may be asked to sign a new fee agreement if our fee is to be shared with the other lawyer. Please note that legal assistants and other non-attorney staff cannot provide you with legal advice.

The fee arrangement, as agreed, is

[Hourly rate or a fixed fee in the amount of \$_____] [If appropriate, indicate whether a retainer and the amount are required up front.] Our hourly rates range from \$_____ to \$____, depending on the experience level of the attorney or paralegal *or* our partners' rates range from \$_____ to \$_____; associates range from \$_____ to \$____; and paralegals range from \$_____ to \$____, depending on their respective level of experience [or] (Partner A) bills at \$____ per hour, (Associate B) bills at

\$___ per hour, and (Paralegal C) bills at \$___].

[OR]

[A contingency fee - specify % or other. Also % for settlement, recovery by settlement after lawsuit initiated, etc.]

You will also be expected to reimburse the firm for any out-of-pocket disbursements [costs] incurred on your behalf during our representation. Disbursements [costs] include: [identify, e.g., photocopying, long distance charges, courier services, computer on-line services, court costs, travel, etc.]. These will be reimbursed to us out of your share of the money recovered by settlement, judgment, or other means. If for some reason you do not recover any money in damages, you are still responsible for reimbursing us for any money we have spent on your behalf.

The firm bills on a monthly basis for any fees [and disbursements or costs] due. Payment is due upon receipt of our invoice. Late charges [amount or percentage] will accrue for any balance that is outstanding for more than [time period]. Failure to make timely payments may, upon notice, result in the firm's withdrawal as your counsel in this matter. You agree to assign us a lien (that is, admit that we have a legal right to pursue collection) against any money that is recovered or that may be recovered based on our handling of the claim.

If we receive a settlement or judgment on your behalf, the money will be disbursed to you in the following fashion: [Explain for contingent fee or for hourly/flat fee] _____.

Communications between our attorneys and you are confidential in nature. Throughout our representation, you will be expected to [e.g., timely respond to requests, maintain communication with our office, pay bills in a timely fashion, keep and be on time for office appointments]. Failure to maintain communication with our office may, upon notice, result in the firm's withdrawal as your counsel in this matter. Our office will keep you informed on the progress of your case as it develops. There will be periods of time when we will not have any news to communicate. This is not an indication that your case is not progressing; however, please feel free to communicate with our office when you have questions. We will attempt to return phone calls received Monday through Friday within 24 hours, if possible. If you have an urgent question or important information, please call our office. Texts and emails are not a substitute for phone calls [state firm policy on receiving and replying to client texts and emails].

Our firm prides itself on delivering high quality legal services. It is important to note, however, that our firm makes no promises or guarantees regarding the outcome of your case or any dollar amount of compensation.

You have the right at any time to provide us with written notice that you do not wish us to continue to represent you. However, if you dismiss us or if we give you notice that we wish to withdraw, and we have spent time and money on your claim, you will still be responsible for

reimbursing us for any money we have advanced to pay for costs in your case(s). In addition, we will charge you for the value of the time we have spent in proceeding with your claim, based on the following: _____.

If your case proceeds to a court verdict and you do not agree with the court's decision and wish to appeal, we are not required to represent you in the appeal. Any legal work beyond the services described here will require a new agreement with us.

Again, thank you for this opportunity to be of service. [Please sign and return a copy of this letter in the enclosed self-addressed, stamped envelope.] If you have any questions, please call me at (telephone number).

Sincerely,

Lawyer Name
Firm Name

I HAVE READ AND AGREE TO THIS CONTRACT AND AGREE TO ABIDE BY ITS
TERMS:

{Signature}

Client Name