



Practice Resource

Retainer agreement

General (short version)

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.

[Note: A lawyer who provides limited scope legal services should inform the client about the scope of services and the limits and risks associated with the limited services provided.] Recommendation 13 of Report of Unbundling of Legal Services Task Force p. 22; approved by Benchers April 2008

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. plus the applicable taxes.

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.

Please note that we do not accept any funds in cash, including our retainer. As protecting your legal interest may require paying funds within certain time limits, we recommend that you discuss with us any necessary arrangements in advance to provide payment to us by way of

certified cheque, money order, bank draft, or electronic transfer. **[Describe applicability of payment by credit card.]**

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]**.

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.

As we discussed previously, lawyers are required to follow client identification and verification procedures when retained by a client to provide legal services. You have provided us with some information about yourself already. If you retain us, we may be required to obtain further information from you to verify your identity before we can take certain steps to obtain a settlement.

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]