

## Sample Idaho Attorney Client Retainer Agreement

### ATTORNEY CLIENT RETAINER AGREEMENT

You have asked this firm to act as your attorneys. This letter sets forth the agreement concerning legal representation in your matter. This agreement shall become effective upon viewing and acceptance of the above estimate. Should the firm, under any circumstances, begin representation before receipt of your acceptance, the terms of the agreement will constitute the terms of the firm's offer to you, your acceptance of services rendered under this agreement constitutes acceptance of the terms of this agreement.

1. You hereby agree to pay the firm a retainer, as outlined above, which is paid for the purpose of assuring our availability in your matter, and which will be credited against the overall fee in your matter. Monthly billing statements detailing work done on the case are available upon written request by the client. Any unpaid billable hours will be paid by the client subsequent to the case on a monthly basis.
2. The attorneys will record time in increments of six minutes, or tenths of hours, at the rate of one hundred seventy five dollars (\$175.00) per hour and keep accurate time records. Where appropriate the attorneys may delegate certain duties to a legal assistant at a reduced hourly rate. Other attorneys in the firm may assist with your matter. It is impossible to determine in advance the amount of time that will be needed to complete your case or any particular step therein. You may be charged a flat, or fixed, fee for certain types of legal services. In those instances, your retainer and the fee will be the same amount.
3. "Costs" include the firm's out-of-pocket expenses, such as filing fees, transcripts, appraisers, accountants, mileage, long distance telephone charges, photocopy costs, fax charges, and computerized legal database search charges. Costs will also be itemized and billed on a monthly basis.
4. It is further understood and agreed that any billing not brought current (or satisfactory arrangements otherwise made) thirty (30) days following the monthly billing statement, or prior to the scheduling of a hearing in the matter, whichever comes first, you agree to the withdrawal of the firm as attorneys of record.
5. The firm shall have absolute right to withdraw from representation in this case at any time upon reasonable notice to you if you breach any provisions of this agreement. Non-payment of account is a reason for the firm's withdrawal. There shall be no refund to you for time and/or expenses expended on the case.
6. You agree that neither the attorneys nor the firm have made representations of any kind about the outcome of this case and have not expressed any opinion whether may prevail in this matter.
7. Fees and costs may be awarded by the court, but because collection of fees and costs awards are unpredictable, court orders must be considered to be merely a fund from which you can recover fees

already paid, and not a source of payment. You are primarily liable for payment of the total fee. Of course, any amounts received pursuant to court order will be credited to your account.

8. The firm shall keep you well informed on the progress of your case. You will receive copies of all papers coming in and going out of the office, including correspondence, pleadings, and other court documents. If no one is available when you telephone, your call will be returned promptly, usually within twenty-four (24) hours. The file and its progress are open to your inspection at any reasonable time by prior appointment.

9. Every effort will be made to expedite your case promptly and efficiently according to the highest legal and ethical standards. The firm is required by the Rules of Ethics and Rule 11 of the Idaho Rules of Civil Procedure to thoroughly investigate the facts of, and law applicable to, a case prior to filing any pleading, motion or other paper with the court. Because of this investigation phase, the time required to initiate a case could be substantially more than your, or the firm's and attorneys' initial estimates.

10. We have discussed the scope of the work you have requested us to do. Many things may happen that substantially increase or decrease the estimated cost of handling this matter. Any estimate expressed by the firm or the attorneys is only an estimate, and is not a guarantee of the maximum fee on hourly rates, or a flat rate bid.

11. Time is of the essence of this Agreement.

12. In the event of any litigation between the parties concerning this Agreement, the unsuccessful party in such litigation shall fully reimburse the prevailing party for all costs and expenses, including, but not limited to, reasonable attorney's fees, incurred in such litigation.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

14. Hand-written provisions inserted in this Agreement and initialed by the attorney and you in ink shall control all typewritten provisions in conflict therewith.

15. This Agreement shall inure to the benefit of and be binding up the parties hereto and their respective successor and assigns.

16. All current and potential conflicts of interest are hereby waived by virtue of this agreement, including, but not limited to, conflicts arising from this offices' past and present representation of RC Willey Financial Service and other credit institutions.

CLIENT hereby acknowledges that \_\_\_\_\_ has had all of the terms of this agreement explained to \_\_\_\_\_ and \_\_\_\_\_ fully understand all of the provision herein.

\_\_\_\_\_  
CLIENT

ACCEPTED AND APPROVED BY:

\_\_\_\_\_