

This form does not, and is not intended by the State Bar of Michigan to provide or constitute legal advice and the SBM assumes no liability in connection with this product.

RETAINER AGREEMENT (General – Hourly)

[Client’s Name & Address]

Dear [client]:

Thank you for retaining [me/our firm] to represent you [other individual] regarding [describe matter]. The ethics rules governing lawyers encourage lawyers to explain to a client, in writing, both the financial aspects of the attorney-client relationship, and the responsibilities and expectations of both parties to the relationship. Please examine this agreement carefully and let [me/our firm] know immediately if you have any questions or concerns. No work will be performed on your matter and no attorney client relationship is established until you have both signed and returned this agreement, along with the advance payment, if applicable.

1. Who will work on your matter. I will be the attorney responsible for your matter. For efficiency purposes, I may delegate work to other lawyers or legal assistants. Each attorney and legal assistant charges an hourly rate for his or her work. Work is billed in a minimum of six-minute increments. The hourly rates of the attorneys and legal assistants that may work on your matter are:

Partner Name	Hourly rate: \$_____	Six-minute increment \$_____
Associate	Hourly rate: \$_____	Six-minute increment \$_____
Legal Assistant	Hourly rate: \$_____	Six-minute increment \$_____

2. Advance payments and billing statements. An advance payment of fees in the amount of \$_____ is required. We will mail you a monthly bill detailing the work that was performed on your matter. These monthly bills will first be applied against the advance payment. When the advance payment is depleted, we expect that you will timely and consistently pay the monthly bills in full. Payment is expected within ____ days of receiving the bill. In addition to the advance payment, there is a flat administrative fee of \$_____ payable immediately, representing administrative costs the firm incurs in opening a file, entering your data into firm calendaring and document control systems and drafting any initial documents [add any other appropriate tasks]. This flat fee is refundable only to the extent that this administrative work has not been performed at the time the attorney-client relationship is terminated.

Interest of 7% per year, non-compounded, is applied to all balanced not paid within ____ days of billing.

In representing you, we may incur out of pocket costs for items such as copies of needed documents, long distance telephone charges and court reporter fees. Sometimes it is advantageous to your matter for you to retain an expert witness. An expert witness will be retained only after discussing with you why it would be helpful to your matter and what the cost will be. We will forward invoices from expert witnesses directly to you for payment. Failure to pay the expert witness will result in the expert's refusal to perform any work on your matter and may severely prejudice the success of your matter.

Attached is an example of a monthly bill. [*Consider attaching a sample, generic bill so the client is aware of the length and detailed nature of the bill they should expect.*]

3. What you expect from us. The firm will work diligently on your matter and will keep you informed regarding the progress of your matter. We will send you copies of all correspondence sent on your behalf, copies of all pleadings and other documents filed on your behalf and copies of all documents received from opposing/interested parties.

We cannot guarantee the outcome of your matter. We will advise you of the recommended technical and legal tactical issues as they arise so that you may continue to evaluate whether and how you wish to continue the legal representation. However, lawyers are subject to independent ethical obligations and a lawyer is not obligated to pursue objectives or employ means simply because you may wish that the lawyer do so, especially if the lawyer would be violating another duty by pursuing the requested action.

Generally, the information you give to our firm is subject to the attorney-client privilege, However, lawyers are under an independent ethical duty to reveal privileged information, such as illegal or fraudulent acts committed by clients in the course of the attorney client relationship, the intention of the client to commit a crime or when the lawyer is required to divulge the information by law or court order.

You should expect to be treated with respect and courtesy from all members of the firm and you should promptly inform us of any failure on our part to meet this expectation.

4. What we expect from you. In order for a lawyer-client relationship to work effectively, you must be truthful in all discussions with us, even if, and especially when, you think the information is hurtful to you and your case. In order to help you, we need to have all information in a timely manner. If we are missing part of the picture, we cannot effectively represent you.

Another important aspect of a successful lawyer client relationship is that you pay the monthly bill in full in a timely and consistent manner. [*You may want to consider including a specific time frame.*] If you have a question about the bill or our services

during the representation, I expect that you will bring this to my attention upon receipt of the bill. We cannot address your concern if we are unaware there is a problem.

We expect that you will treat with respect and courtesy all members of the firm.

5. Telephone Calls. Attorneys, associates, and legal assistants will bill you at their hourly rate in six minute increments, for both calls they make and those they receive.

The business hours of the firm are from _____ A.M. to _____ P.M. Telephone calls to the private residence of any member of the firm or their cell phones that are not an emergency may result in a charge of \$_____, in addition to the time expended in attending to the phone call.

6. Files and Records. All of your original client materials will be returned to you, or you will have an opportunity to retrieve your original client materials, immediately upon the conclusion of the representation. If you do not pick up your original client materials within 12 months of receiving the notice that they are available, they may be destroyed without further notice to you. Your file may be destroyed by _____ [month] of 20____ without further notice to you. If any notification is sent to you, it will be to the last current address we have on file for you.

You may obtain a copy of your file, not including the attorneys' and legal assistants' personal notes and memoranda, at a charge of ___ cents per page in addition to a retrieval fee of \$_____.

If you owe the firm more than \$_____, the firm may refuse to turn over your file and is entitled to do so provided certain legal and ethical requirements are met. [See Michigan Ethics Opinion RI-203]

The Firm has the right to maintain the Client's closed file electronically, only, and to shred the hard copies of the documents in the Client's file at the time the Client's case is closed and any time after the file has been successfully scanned and electronically stored in at least 2 separate physical locations.

7. Discontinuing the Representation/Withdrawing from the Representation. You have the right to discontinue the services of the firm at any time. However, in a litigation matter, your desire to obtain a new attorney is subject to court approval. The court may not grant the substitution of counsel or agree to delay the proceeding to provide you time to obtain a new attorney.

If your advance payment has been exhausted at the time of the discontinuance, you will not receive a refund of the retainer.

The firm reserves the right to withdraw from this representation if you do not pay invoices on a timely basis or there has been a breakdown of the attorney-client relationship.

Termination of services does not affect your responsibility to pay for the legal services rendered and the costs incurred up to the date of termination.

8. Appeals and other related proceedings. This representation is limited to _____ and does not include representing you in any appeal or other proceedings. A separate retainer agreement must be entered into if you wish for the firm to represent you in an appeal or other related proceedings. The firm reserves the right to decline future requests for representation without explanation.

9. Court awarded fees. If the court should order payment of attorneys' fees by a third party, the court awarded fees will first be applied to any outstanding bill for fees you have with the firm.

I/we appreciate the opportunity to be your representative in this important matter and I/we look forward to working with you. A self-addressed, stamped envelope is enclosed for your convenience in returning this signed Retainer agreement. *[It is suggested that you tickle a date for the return of the signed agreement to avoid the situation where the attorney commences work, unknowingly, before the agreement is signed.]*

Sincerely,

Attorney

Date

Client

Date