

## WARNING!!!

The following retainer letter is only a sample form, which must be adapted to the particular needs of the case. It has not been specifically approved by a court but is believed to be in compliance with the Court Rules. Each retainer letter must be filed with the court with the client's affidavit of net worth and approved by the court.

### RETAINER LETTER

\_\_\_\_\_, 20\_\_

Mrs. Mary Jones  
123 Main Street  
Anywhere, New York 10000

Dear Mrs. Jones:

This letter confirms that you have retained me to negotiate a settlement agreement with your husband (through his attorney), if that is reasonably possible; if not, to commence or defend a matrimonial action on your behalf.

You agree to pay to me promptly a retainer of \$\_\_\_\_\_, at which time my services will commence. This retainer is my minimum fee for handling this matter to a conclusion and is based upon committing myself and my staff, the value of legal services, the reservation of time, the nature of the case, the issues involved and other factors affecting an overall fee. Time spent on your case (computed in units of 6 minutes), which includes legal services, telephone calls and correspondence, will be charged against the retainer at these hourly rates commencing with our conference on \_\_\_\_\_, 20\_\_: my time at \$\_\_\_\_\_; partners and counsel at \$\_\_\_\_\_; associate attorneys at \$\_\_\_\_\_; and paralegals at \$\_\_\_\_\_. An itemized statement of charges will be sent to you not less often than every 60 days. No time will be charged for discussing any statement or bill. If the retainer is depleted, then additional charges will be billed to you on a monthly basis. The retainer will cover from \_\_\_ hours to \_\_\_ hours of time on your file, depending upon the persons rendering services; however, all work will be under my direct supervision and control, and I shall be the principal attorney handling your case. I shall furnish to you copies of correspondence and legal papers and shall keep you informed of the status of the case.

You have the right in your sole discretion to terminate my representation of you prior to the conclusion of the case, in which event you shall be liable for the time spent on your case as computed above, and any unused portion of the retainer will be refunded to you. If, however, the case is concluded by a settlement or a trial, there will be no refund, and the minimum fee shall be the entire fee. I also have the right to withdraw from representing you in the event of your failure to cooperate or to provide on a timely basis accurate and complete information and documents relating to your case or if you engage in any conduct which would make it inappropriate to continue representation of you.

The retainer and fees do not include: (a) any other actions or proceedings; (b) work in appellate courts; (c) out-of-pocket expenses or (d) any post-judgment modification or enforcement proceedings. Out-of-pocket expenses include but are not limited to costs of serving and filing papers, court fees, process servers, court calendar service, expert witnesses, subpoena fees, consultants, accountants, appraisers, investigators, actuaries, court reporters, long distance telephone calls, travel, parking, telefax charges, postage and photocopies normally made by me or requested by you. Disbursements are in addition to fees based upon time and are to be paid by you promptly when billed or as requested.

Under present law you may request that your husband pay for your legal expenses in this matter, and you may also have a liability for his legal expenses. To the extent that I receive more than my entire fee from payments made by you and by your husband, I shall refund the excess to you up to the amount that you have paid me. However, you are aware that despite efforts to collect my fee from your husband, there is no certainty that he will make payment and there is no assurance that you will receive any refund.

If you do not pay the retainer, fees or disbursements to me as contemplated by this agreement within 15 days after my request or if you fail to cooperate with me or do not perform your responsibilities as set forth in the annexed Statement of Client's Rights and Responsibilities, which is made a part of this agreement, I may withdraw as your attorney with leave of the court without relieving you of any obligations for my services and disbursements to the time of my withdrawal. Bills not paid within 30 days will accrue interest at the legal rate (presently 9% per annum). If you and I agree to your providing security for the payment of fees, such as a confession of judgment, promissory note or mortgage, I shall first obtain court approval on notice to your husband. You have the right to pursue binding arbitration in the event of a fee dispute involving not less than \$3,000\* nor more than \$100,000, in which event I shall at your request provide you with information as to the procedure.

You are aware of the hazards of high costs of litigation and acknowledge that despite my efforts on your behalf there is no assurance or guarantee of: (a) the outcome of this matter, (b) the length of time it may take to resolve, or (c) the costs which may be incurred.

Kindly indicate your understanding and acceptance of all of the above and your acknowledgment that it has been explained fully to you and to your satisfaction by signing below where indicated. I look forward to serving you.

Very truly yours,

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Attorney

I have read and understand the above letter and the annexed Statement of Client's Rights and Responsibilities, have received a copy of each and accept all of their terms:

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Mary Jones

[Attach Statement of Client's Rights]

\*Some counties follow the rules which specify \$1,000; others do not and fix \$3,000 as the minimum.

Sample

Sample