

ENGAGEMENT LETTER: LIMITED SCOPE RETAINER AGREEMENT

This Agreement is made between the Attorney and Client named at the end of this agreement.

1. Nature of Agreement. This Agreement describes the relationship between the Attorney and Client. Specifically, this Agreement defines:

- a. The general nature of the Client's case;
- b. The responsibilities and control that the Client agrees to retain over the case;
- c. The services that the Client seeks from the Attorney in his/her capacity as attorney at law;
- d. The limits of the Attorney's responsibilities;
- e. Methods to resolve disputes between Attorney and Client; and
- f. The method of payment by Client for services rendered by the Attorney.

2. Nature of Case. The Client is requesting services from the Attorney in the following matter:

3. Client Responsibilities and Control. The Client intends to handle his/her own case and understands that he/she will remain in control of the case and be responsible for all decisions made in the course of the case. The Client will:

- a. Cooperate with the Attorney or Attorney's office by complying with all reasonable requests for information in connection with the matter for which the Client is requesting services;
- b. Keep the Attorney or Attorney's office advised of the Client's concerns and any information that is pertinent to the Client's case;
- c. Provide the Attorney with copies of all correspondence to and from the Client relevant to the case; and
- d. Keep all documents related to the case in a file for review by the Attorney.

4. Services Sought by Client. The Client seeks the following services from the Attorney (please indicate services sought with check mark):

- a. Legal advice: office visits, telephone calls, fax, mail, electronic mail.
- b. Advice about the availability of alternative means to resolve the dispute, including mediation and arbitration.
- c. Evaluation of the Client's self-diagnosis of the case and advice about the Client's legal rights.
- d. Guidance and procedural information for filing or serving documents.
- e. Review of correspondence and court documents.
- f. Preparation of documents and/or suggestions concerning documents to be prepared.
- g. Factual investigation: contacting witnesses, public record searches, in-depth interview of Client.
- h. Legal research and analysis.
- i. Discovery: interrogatories, depositions, requests for document production.
- j. Planning for negotiations, including role playing with the Client.
- k. Planning for court appearances to be made by Client, including role playing with the Client.
- l. Backup and trouble shooting during the trial.
- m. Referrals to other counsel, experts, or professionals.
- n. Counseling the Client about an appeal.
- o. Procedural help with an appeal and assisting with substantive legal argumentation in an appeal.
- p. Preventive planning and/or legal check-ups.
- q. Other: _____

5. Attorney's Responsibilities. The Attorney shall exercise due professional care and observe strict confidentiality in providing the services identified by a checkmark in Paragraph 4 above. In providing those services, Attorney SHALL NOT:

- a. Represent, speak for, appear for, or sign papers on the Client's behalf;
- b. Provide services listed in Paragraph 4 that are not identified by a checkmark; or
- c. Make decisions for the Client about any aspect of the case.

6. Method and Payment for Services.

a. *Hourly fee.* The current hourly fee charged by the Attorney for services under this agreement is as follows:

Senior Partner: \$ _____

Junior Partner: \$ _____

Associate: \$ _____

Unless a different fee arrangement is specified in clauses (b) or (c) of this Paragraph, the hourly fee shall be payable at the time of the service.

b. *Payment from Retainer.* The Client shall have the option of setting up a deposit fund with the Attorney. Services are then paid for from this retainer account as they occur. If a retainer is established under this clause, the Attorney shall mail the Client a billing statement summarizing the type of services performed, the costs and expenses incurred, and the current balance in the retainer after the appropriate deductions have been made. Client may replenish the retainer or continue to draw the funds down as additional services are delivered. If the retainer becomes depleted, the Client must pay for additional services as provided in clauses (a) or (c) of this Paragraph.

c. *Flat Rate Charges.* The Attorney has the option of agreeing to provide one or more of the services described in Paragraph 4 for a flat rate. Any such agreement shall be set out in writing, dated, signed by both Attorney and Client, and attached to this Agreement.

d. *Attorneys' Fees.* Should it be necessary to institute any legal action for the enforcement of this Agreement, the prevailing party shall be entitled to receive from the other party all court costs and reasonable attorneys' fees incurred in that action.

7. Resolving Disputes Between Client and Attorney.

a. *Notice and Negotiation.* If any dispute between Client and Attorney arises under this Agreement, both Attorney and Client agree to meet and confer within ten (10) days of written notice by either Client or Attorney that the dispute exists. The purpose of this meeting and conference will be to negotiate a solution short of further dispute resolution proceedings.

b. *Mediation.* If the dispute is not resolved through negotiation, the Client and Attorney shall attempt, within fifteen (15) days of failed negotiations, to agree on a neutral mediator whose role will be to facilitate further negotiations within fifteen (15) days. If Attorney and Client cannot agree on a neutral mediator, they shall request that the [local or state] bar association select a mediator. The mediation shall occur within fifteen (15) days after the mediator is selected. The Attorney and Client shall share the costs of mediation, provided that payment of the costs and any attorneys' fees may also be mediated.

c. *Arbitration.* If mediation fails to produce a full settlement of the dispute satisfactory to both Client and Attorney, Client and Attorney agree to submit to binding arbitration under the rules of the [governing] bar association. This arbitration must take place within sixty (60) days of the failure of mediation. Costs and attorneys' fees for arbitration and prior mediation may be awarded to the prevailing party.

8. Amendments and Additional Services. This written Agreement governs the entire relationship between the Client and Attorney. All amendments shall be in writing and attached to this Agreement. If the Client wishes to obtain additional services from the Attorney as defined in Paragraph 4, a photocopy of Paragraph 4 that clearly denotes which extra services are to be provided must be signed and dated by both Attorney and Client and attached to this Agreement. Such a photocopy shall qualify as an amendment to this agreement.

9. Statement of Client's Understanding. I have carefully read this Agreement and believe that I understand all of its provisions. I signify my agreement with the following statements by initialing each one:

___ I have accurately described the nature of my case in Paragraph 2.

___ I will remain in control of my case and assume responsibility for my case as described in Paragraph 3.

___ The services that I want the Attorney to perform in my case are identified by check marks in Paragraph 4. I take responsibility for all other aspects of my case.

- ___ I accept the limitations on the Attorney's responsibilities identified in Paragraph 5.
- ___ I shall pay the Attorney for services rendered as described in Paragraph 6.
- ___ I will resolve any disputes I have with the Attorney under this Agreement in the manner described in Paragraph 7.
- ___ I understand that any amendments to this Agreement shall be in writing, as described in Paragraph 8.
- ___ I acknowledge that I have been advised by the Attorney that I have the right to consult another independent Attorney to review this Agreement and to advise me on my rights as a Client before I sign this Agreement.

Client

Attorney

Date

* This model agreement is derived from an agreement in *Lawyer's Guide to Being a Client Coach* (1994), published by the California State Bar Committee on Delivery of Legal Services for Middle Income Persons.

Note: This is a sample form only and is written for the general purposes of facilitating clear expectations and avoiding misunderstandings between an attorney and client. It is not intended as legal advice or opinion and will not provide absolute protection against a malpractice action.