

## ENGAGEMENT LETTERS AND FEE AGREEMENTS

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Engagement Letter and Fee Agreement – Advanced

In an engagement letter, the lawyer explains to the client what the lawyer will do on the client's behalf. In the letter, the lawyer generally summarizes the initial lawyer-client interview, confirms representation, delineates the scope of representation, states when representation will begin, may discuss relevant conflict-of-interest disclosures, explains procedures for file storage and destruction, and explains arrangements for practice closure if the lawyer dies or becomes disabled. An engagement letter can incorporate and serve as a fee agreement, or it can be a separate letter to the client.

The following letters and agreements are sample forms only. Use of these samples will help you draft clear expectations and avoid misunderstandings between you and your clients. Use of these samples is not absolute protection against a malpractice claim.

See also Fee Agreement Compendium, available online via BarBooks at <https://www.osbar.org/>.

### IMPORTANT NOTICES

This material is provided for informational purposes only and does not establish, report, or create the standard of care for attorneys in Oregon, nor does it represent a complete analysis of the topics presented. Readers should conduct their own appropriate legal research. The information presented does not represent legal advice. This information may not be republished, sold, or used in any other form without the written consent of the Oregon State Bar Professional Liability Fund, except that permission is granted for Oregon lawyers to use and modify these materials for use in their own practices.

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## **1. CONTINGENT FEE AGREEMENT – BASIC** **(Sample – Modify)**

I, [Client], retain [Attorney], Attorney at Law, to represent me for recovery of damages arising out of an accident or incident on [date], at [location].

I agree to pay the actual expenses reasonably incurred by my attorney on my behalf. These expenses may include filing fees, service fees, witness fees, doctors' reports, medical records, court reporter fees, court trial fees, photocopying costs, long-distance telephone calls, postage, witness fees, mileage fees, and other necessary court and office costs. My attorney will not incur costs of more than [dollar amount] without first notifying me.

With my consent, my attorney may employ investigators and experts as required to prepare, pursue, and litigate my case. I will pay all fees and expenses charged by the investigators and experts. My attorney is authorized to pay the investigators' or experts' fees or expenses from the funds I deposit with the attorney or from the proceeds of any settlement or judgment in my case.

I agree to pay my attorney from the proceeds of any recovery according to this schedule:

- 25% of all sums recovered if settlement is negotiated before filing of the complaint;
  - 33 <sup>1</sup>/<sub>3</sub>% of all sums recovered if settlement is negotiated before commencement of trial or arbitration hearing;
  - 40% of all sums recovered during or after trial or arbitration has commenced.
- "Sums recovered" means [insert language].

If no recovery on my behalf is made, I am not liable for attorney fees to my attorney but will be responsible only for the actual expenses incurred by my attorney. I have deposited [dollar amount] with my attorney, which is to be used toward costs and other expenses.

No fee will be charged for assistance in obtaining recovery of benefits under my insurance policy for Personal Injury Protection (PIP), unless PIP benefits are denied by my insurance company. My attorney may charge the percentage fee based on the above schedule on any PIP benefits collected after a denial by my insurance company. In addition, if my insurance company agrees, my attorney may collect a percentage of the subrogated proceeds paid by the party at fault to my insurance company.

My attorney may assign all or any portion of the work to be performed in my case to an associate or to other attorneys in the firm, and may use paralegals or others working under my attorney's supervision. In the event of my attorney's death, disability, impairment, or incapacity, I agree that another attorney appointed by my attorney can protect my rights and help close my attorney's practice.

My attorney agrees to send you pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. I will also keep the information in a file in my office. The file in my office will be my file. We will return any original documents you provide unless we are required to file it in court.

It is **[is not]** my practice to store my files in a digital format and destroy the paper file. I will store the paper and/or digital file for approximately 10 years from the date the matter is closed unless there is a legal requirement to maintain it longer. I will then destroy the file.

My attorney agrees to provide conscientious, competent, and diligent services, and I agree to cooperate with my attorney and others working on my case by keeping appointments, appearing for depositions, producing documents, attending scheduled court appearances, and making all payments required under this agreement. I also agree to keep my attorney informed of any change of address or telephone number within five days of the change.

This agreement does not cover attorney's fees if an appeal occurs or retrial.

**I AM ENTITLED TO RESCIND THIS AGREEMENT WITHIN 24 HOURS AFTER SIGNING, UPON WRITTEN NOTICE TO MY ATTORNEY.**

Please read the explanation on the following page before signing.<sup>1</sup>

SIGNED by me on \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
[Attorney]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client]

\_\_\_\_\_  
[Date]

Enclosure

NOTE: Practitioners should review pertinent OSB Ethics Opinions, available online at <https://www.osbar.org/>, including:

- [2005-124](#) Fee Agreements: Excessive Fees, Contingent Fees, PIP Benefits,
- [2005-15](#) Fee Agreements: Contingent Fees Paid in Installments,
- [2005-69](#) Fee Agreements: Dividing Court-Awarded Fees with Nonlawyer, and
- [2015-190](#) Lawyer Indemnification of Defendant for Failure to Reimburse, or Set Aside Sufficient Funds to Reimburse Third-Party Payer for Medical Expenses Already Advanced, or for Future Liability under Medicare Secondary Payer Act.

See also The Ethical Oregon Lawyer §3.5-7(c), available online via BarBooks at <https://www.osbar.org/>.

<sup>1</sup> See Oregon State Bar Contingent Fee Agreement Explanation, available online at <https://www.osbar.org/>. (Select "For Lawyers," then "Forms Library.")

## 2. CONTINGENT FEE AGREEMENT – ADVANCED (Sample – Modify)

I, [Client], retain [Attorney], Attorney at Law, to represent me for recovery of damages arising out of an accident or incident on [date], at [location].

I agree to pay the actual expenses reasonably incurred by my attorney on my behalf. These expenses may include filing fees, service fees, witness fees, charges for obtaining doctors' reports, the cost of obtaining medical records, court reporter fees, court trial fees, photocopying costs, long-distance telephone calls, postage, witness fees, mileage fees, and other necessary court and office costs. I understand that my attorney does not have to advance these expenses, and that I must provide the funds for these expenses.

With my consent, my attorney may employ investigators and experts as required to prepare, pursue, and litigate my case. I will pay all fees and expenses charged by the investigators and experts. My attorney is authorized to pay the investigators' or experts' fees or expenses from the funds I deposit with the attorney or from the proceeds of any settlement or judgment in my case.

I agree to pay my attorney from the proceeds of any recovery according to this schedule:

Hourly at the rate of [Insert Hourly Rate] per hour, or:

33  $\frac{1}{3}$ % of all sums recovered if settlement is negotiated before filing a complaint or demand for arbitration, whichever of these two calculations will result in a **lower** attorney's fee.

40% of all sums recovered after filing a complaint or demand for arbitration.

"Sums recovered" means the total economic benefit obtained. If a structured settlement is obtained, the fee percentage will be applied to any present payment **plus** the present value of future lump sum and periodic payments. The percentage fee due my attorney will be paid in full from the sums received, and not out of future or periodic payments.

This agreement does not cover attorney's fees in the event of an appeal or retrial.

No fee will be charged for assistance in obtaining recovery of benefits under my insurance policy for Personal Injury Protection (PIP), unless PIP benefits are denied or contested by the PIP insurer. My attorney may charge the percentage fee based on the above schedule on any PIP benefits collected after a denial or contest by the PIP insurer. Also, if my insurance company agrees, my attorney may collect a percentage of the subrogated proceeds paid by the party at fault to my PIP insurer.

My attorney may charge the percentage fee based on the above schedule against the claims of health insurers or other service providers, or the PIP insurer. I understand that medical care providers may be entitled to be paid out of my recovery, and I authorize my attorney to pay these sums out of my recovery.

If there is a basis to recover attorney's fees besides my damages, I authorize my attorney to recover those fees. Such attorney's fees will work first as an offset to any percentage fee I owe,

and if they exceed the percentage fee, then I will owe none of the percentage fee and my attorney will recover the whole attorney's fee.

If no recovery on my behalf is made, I am not liable for attorney fees to my attorney but will be responsible only for the actual expenses incurred by my attorney.

My attorney may assign all or any portion of the work to be performed in my case to an associate or to other attorneys in the firm, and may use paralegals or others working under my attorney's supervision. In the event of my attorney's death, disability, impairment, or incapacity, I agree that another attorney appointed by my attorney can protect my rights and help close my attorney's practice.

My attorney agrees to send you pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. I will also keep the information in a file in my office. The file in my office will be my file. We will return any original documents you provide unless we are required to file it in court.

It is [**is not**] my practice to store my files in a digital format and destroy the paper file. I will store the paper and/or digital file for approximately 10 years from the date the matter is closed unless there is a legal requirement to maintain it longer. I will then destroy the file.

My attorney agrees to provide conscientious, competent, and diligent services, and I agree to cooperate with my attorney and others working on my case by keeping appointments, appearing for depositions, producing documents, attending scheduled court appearances, and making all payments required under this agreement. I also agree to keep my attorney informed of any change of address or telephone number within five days of the change.

My attorney may resign as my attorney: (a) if the investigation of the facts and circumstances leads [him/her] to believe that my claim is not one that should be pursued; (b) if I am not truthful with my attorney or [his/her] staff; (c) if I do not cooperate with my attorney or [his/her] staff; (d) if a conflict develops between me and my attorney; or (e) if my attorney, cannot, in [his/her] exclusive judgment obtain adequate expert testimony as needed.

I AM ENTITLED TO RESCIND THIS AGREEMENT WITHIN 24 HOURS AFTER SIGNING, UPON WRITTEN NOTICE TO MY ATTORNEY.

Please read the explanation on the following page before signing.<sup>2</sup>

SIGNED by me on \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
[Attorney]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client]  
Enclosure

\_\_\_\_\_  
[Date]

<sup>2</sup> See Oregon State Bar Contingent Fee Agreement Explanation, available online at <https://www.osbar.org/>. (Select "For Lawyers," then "Forms Library.")

NOTE: Practitioners should review pertinent OSB Ethics Opinions, available online at <https://www.osbar.org/>, including:

- [2005-124](#) Fee Agreements: Excessive Fees, Contingent Fees, PIP Benefits,
- [2005-15](#) Fee Agreements: Contingent Fees Paid in Installments,
- [2005-69](#) Fee Agreements: Dividing Court-Awarded Fees with Nonlawyer, and
- [2015-190](#) Lawyer Indemnification of Defendant for Failure to Reimburse, or Set Aside Sufficient Funds to Reimburse Third-Party Payer for Medical Expenses Already Advanced, or for Future Liability under Medicare Secondary Payer Act.

See also The Ethical Oregon Lawyer §3.5-7(c), available online via BarBooks at <https://www.osbar.org/>.

### 3. EARNED ON RECEIPT FEE AGREEMENT (Sample – Modify)

THIS FEE AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between [Name of Client], referred to as “Client,” and [Name of Attorney], referred to as “Attorney”:

1. Client agrees to employ Attorney for representation in a legal matter in connection with [type of matter].
2. Attorney consents to accept such employment and agrees to render these services on the terms stated here: [Carefully describe scope of services.] This agreement does not include [describe services not included within the scope of the earned on receipt fee agreement.]
3. Client agrees to cooperate fully with Attorney and others working on Client’s case by keeping appointments, appearing for depositions, producing documents, attending scheduled court appearances, and making all payments. Client also agrees to keep Attorney informed of any change of address or telephone number within five (5) days of the change.
4. Client agrees to pay Attorney the sum of [dollar amount] for Attorney’s services. Attorney will not commence representation of Client until receiving such funds. **These fees are earned on receipt.** Payment indicates Client’s understanding that these fees will not be deposited into Attorney’s Lawyer Trust Account.
5. Client may discharge Attorney at any time, and in that event may be entitled to a refund of all or part of the fee if the services for which the fee was paid are not completed. Attorney reserves the right to withdraw from further representation of Client at any time on reasonable written notice to Client at Client’s last known mailing address.

If Client discharges Attorney or Attorney withdraws from Client’s case before Attorney has completed the services for which Attorney is employed under this agreement, Attorney is entitled to a fee that is proportional to the amount of work completed by Attorney. Any unearned fees shall be refunded to Client. Client shall be responsible for all costs incurred in Client’s case under Paragraph 6 below.

6. Besides the attorney fees described above, Client agrees to pay all of the costs incurred in Client’s case. Examples of such costs include filing fees, service fees, court reporter fees, and [describe other costs]. Attorney will provide Client with a monthly itemized invoice describing [optional: services rendered and] costs incurred. Each invoice is due and payable [insert days] business days after mailing. Client’s failure to pay costs timely may cause Attorney to withdraw from Client’s case as described in Paragraph 5 above.
7. Attorney may appoint another attorney to assist with the closure of Attorney’s law office in the event of Attorney’s death, disability, impairment, or incapacity. Client agrees that the assisting attorney can review Client’s file to protect Client’s rights and can assist with the closure of Attorney’s law office.
8. Attorney will send Client information and correspondence throughout the case. These copies will be Client’s file copies. Attorney will keep the information in a file in Attorney’s office. The file in Attorney’s office will be Attorney’s file. Attorney will return any original documents provided unless required to be filed in court.
9. It is [is not] Attorney’s practice to store files in a digital format and destroy the paper file.

Attorney will store the paper and/or digital file for approximately 10 years from the date the matter is closed unless there is a legal requirement to maintain it longer. Attorney will then destroy the file.

10. Client acknowledges reading a copy of this Agreement and consents to its terms.

\_\_\_\_\_  
[Attorney]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client]

\_\_\_\_\_  
[Date]

Enclosure

NOTE: Practitioners should review pertinent resources, including:

- OSB Formal Opinion [2005-151](https://www.osbar.org/), Fee Agreements: Fixed Fees, available online at <https://www.osbar.org/>,
- Oregon RPC 1.5(c)(3) and RPC 1.15-1(c), also available online at <https://www.osbar.org/>. Look for “For Lawyers,” then “Legal Ethics Home.”
- “[How Much Do I Owe You?: "New" Guidelines for Fixed and So-called Nonrefundable Fees](#),” *Oregon State Bar Bulletin* (October 2011)
- The Ethical Oregon Lawyer §3, available online via BarBooks at <https://www.osbar.org/>.

#### 4. RETAINER FEE AGREEMENT (Sample – Modify)

THIS RETAINER AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between [*Name of Client*], referred to as “Client,” and [*Name of Attorney*], referred to as “Attorney”:

1. Client agrees to employ Attorney for representation in connection with [*type of matter*].
2. Attorney consents to accept such employment and agrees to [*set forth appropriate details*].
3. Client agrees to cooperate fully with Attorney and others working on Client’s case by keeping appointments, appearing for depositions, producing documents, attending scheduled court appearances, and making all payments. Client also agrees to keep Attorney informed of any change of address or telephone number within five days of the change.
4. Client will deposit with Attorney the sum of [*dollar amount*] to be held by Attorney in Attorney’s trust account. Attorney will not commence representation of Client until receiving such funds.
5. Attorney will provide Client with a monthly statement of fees and costs. Upon mailing the monthly statement to Client, Attorney will apply the retainer to the costs and fees owed on Client’s behalf. When trust funds are insufficient to cover both fees and costs, the available trust balance is always applied to costs first, then to attorney fees.
6. Client is responsible for paying all fees and costs in excess of the retainer held in trust.
7. Attorney reserves the right to withdraw from further representation of Client at any time on reasonable written notice to Client at Client’s last know mailing address.
8. Client reserves the right to terminate representation of Attorney at any time on reasonable written notice to Attorney at Attorney’s last known mailing address.
9. Attorney shall provide an accurate accounting up until the time of termination and will refund to Client the part of the retainer that Attorney has not earned or for costs not yet incurred.
10. Attorney may appoint another attorney to assist with the closure of Attorney’s law office in the event of Attorney’s death, disability, impairment, or incapacity.
11. Client agrees that the assisting attorney can review Client’s file to protect Client’s rights and can assist with the closure of Attorney’s law office. Client will promptly sign any withdrawal of representation or substitution of counsel to facilitate the orderly closure of Attorney’s law office.
12. Attorney will send Client information and correspondence throughout the case. These copies will be Client’s file copies. Attorney will keep the information in a file in Attorney’s office. The file in Attorney’s office will be Attorney’s file. Attorney will return any original documents provided unless required to be filed in court.
13. It is [**is not**] Attorney’s practice to store files in a digital format and destroy the paper file. Attorney will store the paper and/or digital file for approximately 10 years from the date the matter is closed unless there is a legal requirement to maintain it longer. Attorney will then destroy the file.
14. Client acknowledges reading a copy of this Agreement and consents to its terms.

If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing the letter. Otherwise, please sign the enclosed copy and return it to me along with your retainer in the amount of \$ *[amount]*.

On behalf of the firm, I appreciate the opportunity to represent you in this matter. If you have any questions, please feel free to call.

\_\_\_\_\_  
*[Attorney]*

\_\_\_\_\_  
*[Date]*

\_\_\_\_\_  
*[Client]*

\_\_\_\_\_  
*[Date]*

Enclosure

## **5. ENGAGEMENT LETTER – NO RETAINER (Sample – Modify)**

Re: [Subject]

Dear [Name]:

Per our conference today, this will confirm that I have agreed to represent you in connection with [type of matter], and we agreed to [insert details].

Thank you for selecting our law firm to represent you. [Firm] is pleased to undertake this engagement on your behalf. At this time, I wish to set forth our agreement regarding payment of our fees.

### **Attorney's Fees and Costs**

Attorney's Fees and Costs: Our fees for legal services are [dollar amount] per hour, plus any expenses incurred, such as filing fees, deposition charges, copying costs, postage and related expenses. It is difficult to estimate the time and expense that will be necessary to adequately represent you. However, we estimate the fee will be approximately [dollar amount]. We will also advise you before we do any work that will substantially increase the estimated amount of fees.

### **Your Obligations as a Client**

I have enclosed a copy of the initial interview form. If any of the information on this form is incorrect, please notify [primary contact] immediately. If you have any questions about this information, please call [primary contact].

My goal is to provide you with conscientious, competent, and diligent legal services. However, I cannot achieve this goal without your cooperation. We cannot properly represent you without your full assistance in furnishing us with accurate and complete information and written materials as and when requested. Our obligation to continue providing services is subject to:

- Your full and prompt cooperation in accurately and completely producing or disclosing any information our experts, our consultants, or we may reasonably request in this engagement.
- Your full and prompt assistance in responding to discovery demands by opposing parties, including appearing at depositions and trial.
- Keeping us advised of your address, telephone number, and whereabouts.
- Your full and prompt payment of all sums due under this agreement for services rendered or expenses incurred or advanced.

Failure to comply with the conditions listed above constitute grounds for us to terminate this agreement and withdraw as your attorney.

### **Termination**

You may terminate our services at any time upon delivery of written notice to us stating that you wish to terminate this agreement. In the event that you terminate our services, we may bill and be paid for all fees and costs incurred to termination. Unless we specifically agree to do so in writing, we will not be obligated to perform any further services or advance any expenses to, for, or on your behalf after receipt of your notice of termination. If we are attorney of record for you when we receive a termination notice, you agree promptly to authorize us to file a Substitution or Withdrawal of Counsel.

## **Email Communication, Support Services, and Experts**

Unless we receive instructions from you to the contrary, we may use unencrypted email to communicate with you and others about your case.

If we are representing you on a personal matter, we recommend that you do not read, download, or respond to attorney-client email while at work. **The safest course of action is to use your own computer or device, not your employer's computer equipment, to access personal email—even if you are looking at your personal email account stored in the cloud.**

In addition, I may suggest that we consult with another lawyer about issues in your case. Before I do this, I will discuss the issue with you and ask you to decide whether you want to retain the lawyer as a consulting lawyer.

I also want to protect your interests in the event of my unexpected death, disability, impairment, or incapacity. To accomplish this, I have arranged with another lawyer to assist with closing my practice in those events. My office staff or the assisting lawyer will contact you and provide you with information about how to proceed.

## **Returning Original Client Documents/Destruction of File**

I will send you copies of pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. I will also keep the information in a file in my office. The file in my office will be my file. Please bring your file to all our meetings so that we both have all the necessary information available to us. When I have completed all the legal work necessary for your case, I will close my file and return any original documents to you.

It is [**is not**] my practice to store my files in a digital format and destroy the paper file. I will store the paper and/or digital file for approximately 10 years from the date the matter is closed unless there is a legal requirement to maintain it longer. I will then destroy the file.

I have enclosed a copy of this letter for you to review, sign, and return to me. If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing the letter. Otherwise, please sign the enclosed copy and return it to me.

On behalf of the firm, we appreciate the opportunity to represent you in this matter. If you have any questions, please call.

Very truly yours,

[Attorney]

I have read this letter and consent to it.

---

[Client]

---

[Date]

Enclosure

**6. ENGAGEMENT LETTER – EXISTING CLIENT NEW MATTER**  
**(Sample – Modify)**

Re: [Subject]

Dear [Name]:

The purpose of this letter is to confirm, based on our conversation of [date], that [firm name] will represent you in [describe matter]. We appreciate your continued business and the trust you have placed in [firm name.]

We will handle this matter [in accordance with our normal fee structure and billing procedures / for a fee of [dollars per hour] for services performed by lawyers of this firm and [dollars per hour] for services performed by our nonlawyer staff. You will also be billed for costs incurred on your behalf.] All other provisions of our most current engagement letter will remain in effect.

**Returning Original Client Documents/Destruction of File**

I will send you pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. I will also keep the information in a file in my office. The file in my office will be my file. We will return any original documents you provide unless we are required to file it in court.

It is [is not] my practice to store my files in a digital format and destroy the paper file. I will store the paper and/or digital file for approximately 10 years from the date the matter is closed unless there is a legal requirement to maintain it longer. I will then destroy the file.

I have included a copy of this letter for you to review, sign, and return to me. If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing the letter. Otherwise, please sign the enclosed copy and return it to me.

On behalf of the firm, we appreciate the opportunity to represent you in this matter.

Very truly yours,

[Attorney]

I have read this letter and consent to it.

\_\_\_\_\_  
[Client]

\_\_\_\_\_  
[Date]

Enclosure

NOTE: This form assumes there is an underlying fee agreement. If necessary, the lawyer should provide a memorandum of the fee or incorporate a statement regarding the fee that will apply in this new matter and consider having the client sign an acknowledgment of the fee for the new matter.

**7. ENGAGEMENT LETTER AND FEE AGREEMENT – BASIC**  
**Follow-Up Letter to Initial Interview (Retainer Received)**  
**(Sample – Modify)**

Re: [Subject]

Dear [Name]:

We met to discuss your case on [date]. I have agreed to represent you in connection with [type of matter], and we agreed to [set forth appropriate details].

Thank you for selecting my law firm to represent you in this matter. At this time, I also wish to set forth our agreement regarding payment of my fees. My fees for legal services are [dollar amount] per hour. You are also responsible for any costs and expenses incurred, such as filing fees, deposition charges, copying costs, postage, and related expenses. At this point, it is difficult to estimate the amount of time and expense that will be necessary to represent you adequately in this case. However, as we discussed, I estimate the fee will be approximately [dollar amount]. I will advise you before I do any work that will substantially increase the amount of fees.

You have deposited [dollar amount] with me for fees and costs. I will hold your funds in my lawyer trust account. I will bill you approximately monthly, depending on the amount of work that was done on your file during that time. After I mail you each statement, I will apply the funds you have deposited to costs incurred and fees earned. You are also responsible for paying fees and costs in excess of the funds that you have deposited.

Unless we receive instructions from you to the contrary, we may use unencrypted email to communicate with you and others about your case.

If we are representing you on a personal matter, we recommend that you do not read, download, or respond to attorney-client email while at work. **The safest course of action is to use your own computer or device, not your employer's computer equipment, to access personal email—even if you are looking at your personal email account stored in the cloud.**

My goal is to provide you with conscientious, competent, and diligent legal services. However, I cannot achieve this goal without your cooperation. This includes keeping appointments, appearing for depositions, producing documents, attending scheduled court appearances, and making all payments required under this agreement. It is also important that you promptly notify me of any changes of address or telephone number so I will always be able to reach you. In addition, I may suggest that we consult with another lawyer about issues in your case. Before I do this, I will discuss the issue with you and ask you to decide whether you want to retain the lawyer as a consulting lawyer on the case.

I also want to protect your interests in the event of my unexpected death, disability, impairment, or incapacity. To accomplish this, I have arranged with another lawyer to assist with closing my practice in the event of these occurrences. In such event, my office staff or the assisting lawyer will contact you and provide you with information about how to proceed.

**Returning Original Client Documents/Destruction of File**

I will send you copies of pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. I will also keep the information in a file in my office. The file in my office will be my file. Please bring your file to all our meetings so that we both have all the necessary information available to us. When I have completed all the legal work necessary for your case, I will close my file and return any original documents to you.

It is [**is not**] my practice to store files in a digital format and destroy the paper file. I will store the paper and/or digital file for approximately 10 years from the date the matter is closed unless there is a legal requirement to maintain it longer. I will then destroy the file.

I have included a copy of this letter for you to review, sign, and return to me. If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing the letter. Otherwise, please sign the enclosed copy and return it to me.

On behalf of the firm, I appreciate the opportunity to represent you in this matter. If you have any questions, please feel free to call.

Very truly yours,

[Attorney]

I have read this letter and consent to it.

\_\_\_\_\_  
[Client]

\_\_\_\_\_  
[Date]

Enclosure

**8. ENGAGEMENT LETTER AND FEE AGREEMENT – BASIC**  
**Follow-Up Letter to Initial Interview (Retainer Received)**  
**(Sample – Modify)**

Re: [Subject]

Dear [Name]:

Per our conference today, this will confirm that I have agreed to represent you in connection with [type of matter], and we agreed to [insert details].

Thank you for selecting our law firm to represent you. [Firm] is pleased to undertake this engagement on your behalf. At this time, I wish to set forth our agreement regarding payment of our fees. Please note this agreement will not become effective and [firm] shall not be obliged to furnish or render any professional services before [firm] receives a duly signed copy of this agreement and the retainer referred to below.

**Attorney's Fees and Costs**

Retainer: You have deposited [dollar amount] with us for fees and costs. We will hold your funds in our lawyer's trust account. We will provide you with a monthly statement of fees, costs, and expenses as described below.

Attorney's Fees and Costs: Our fees for legal services are [dollar amount] per hour, plus any expenses incurred, such as filing fees, deposition charges, copying costs, postage, and related expenses. It is difficult to estimate the time and expense that will be necessary to adequately represent you. However, we estimate the fee will be approximately [dollar amount]. We will also advise you before we do any work that will substantially increase the estimated amount of fees.

Billing: itemized statements will be issued monthly with the first monthly statement commencing [insert date] and every 30 days thereafter. All itemized statements will include full descriptions identifying the date of service, the time spent in rendering such service in minimum increments of one-tenth (0.1) per hour, and a full description of all services rendered. Supporting invoices for costs over \$100 per billing cycle will be provided. We recommend that you treat our invoices as confidential documents and safeguard them appropriately to protect your attorney-client privilege.

Each invoice is due [insert days] business days after mailing. If we do not receive your written objection to any charges designated in our invoice by [insert date], your invoice will be deemed approved for payment in full, and the appropriate funds will be withdrawn from your retainer on deposit in our lawyer trust account. You are also responsible for paying fees, costs, and expenses over the funds we hold.

**Your Obligations as a Client**

Clear communication between us is essential to effective representation. We cannot properly represent you without your full assistance in furnishing us with accurate and complete information and written materials as and when requested. Our obligation to continue providing services is subject to:

- Your full and prompt cooperation in accurately, completely, and truthfully producing or disclosing any information our experts, our consultants, or we may reasonably request in this engagement.

- Your full and prompt assistance in responding to discovery demands by opposing parties, including appearing at depositions and trial.
- Keeping us advised of your address, telephone number, and whereabouts.
- Your full and prompt payment of all sums due under this agreement for services rendered or expenses incurred or advanced.

Failure to comply with the conditions listed above constitutes grounds for us to terminate this agreement and withdraw as your attorney.

**Termination**

You may terminate our services at any time upon delivery of written notice to us stating that you wish to terminate this agreement. In the event that you terminate our services, we may bill and be paid for all fees and costs incurred to termination.

Unless we specifically agree to do so in writing, we will not be obligated to perform any further services, or advance any expenses to, for, or on your behalf after receipt of your notice of termination.

If we are attorney of record for you when we receive a termination notice, you agree promptly to authorize us to file a Substitution or Withdrawal of Counsel.

**Email Communication, Support Services, and Experts**

Unless we receive instructions from you to the contrary, we may use unencrypted email to communicate with you and others about your case.

**Please indicate below your choices regarding the transmission of data: (Please initial ONLY those that apply.)**

1. I request that all email communications be **unencrypted**. (*Please initial if this applies*): \_\_\_\_\_
2. I request that this client information be transmitted in encrypted format. (*Please initial your choices*):
  - a. All electronic communication such as emails and text messages \_\_\_\_\_
  - b. Only attached documents \_\_\_\_\_
  - c. Only substantive information about my case \_\_\_\_\_
  - d. Only emails containing personal identification such as my taxpayer identification number, credit card and bank account numbers \_\_\_\_\_
3. I request we only communicate via telephone, facsimile, ordinary mail, courier service or Fed Ex/UPS, but not via email or text. (*Please initial if this applies.*) \_\_\_\_\_

If we are representing you on a personal matter, please provide us with your personal email address and not your work-related email address. This is the best way to preserve the attorney-client privilege. If we are representing you on a personal matter, we recommend that you do not read, download, or respond to attorney-client email while at work. **The safest course of action is to use your own computer or device and not your employer’s computer equipment to access personal email – even if you are looking at your personal email account stored in the cloud.**

We sometimes use outside support services, such as copy, scanning, secretarial, reception, or janitorial services to assist us while representing you. Your signature on this engagement agreement also authorizes us to contract with outside support services.

Likewise, your representation may require us to consult with consultants and experts to prepare your case. Your signature on this agreement authorizes us to contact consultants and experts, as we deem necessary, subject to your approval of the terms of any contracts with such consultants or experts.

Unless we obtain advanced costs which we will hold in our lawyer trust account, all consultant/expert engagements will be under a “direct billing” arrangement in which you shall pay all approved fees and expenses billed by any consultant or expert we have engaged with your approval.

**Returning Original Client Documents/Destruction of File**

I will send you pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. I will also keep the information in a file in my office. The file in my office will be my file. We will return any original documents you provide unless we are required to file it in court.

It is [**is not**] my practice to store my files in a digital format and destroy the paper file. I will store the paper and/or digital file for approximately 10 years from the date the matter is closed unless there is a legal requirement to maintain it longer. I will then destroy the file.

**Assisting Attorney**

My goal is to provide you with conscientious, competent, and diligent legal services. I also want to protect your interests in the event of my unexpected death, disability, impairment, or incapacity. To accomplish this, I have arranged with another attorney to assist with closing my practice in these events. My office staff or the assisting attorney will contact you and provide you with information about how to proceed.

**Retaining our Services**

I have included a copy of this letter for you to review, sign, and return. If the information in this letter contradicts your understanding of our agreement, please contact me before signing the letter. Otherwise, please sign the enclosed copy and return it with your retainer in the amount of \$ [amount].

On behalf of the firm, we appreciate the opportunity to represent you. If you have questions, please call.

Very truly yours,

[Attorney]

I have read this letter and consent to it.

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[Client]

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[Date]

Enclosure