

Contract for Legal Services / Retainer Agreement

You have opted to retain our firm with respect to all aspects of your family or child protection matter as your counsel of record. To ensure that there is no confusion about the scope of our retainer or about the work we will and will not be doing for you in relation to your case that we have entered into the following Retainer Agreement. The specifics of our Retainer Agreement are as follows:

This agreement is between Shawyer Family Law, hereafter referred to as the “Lawyer,” or “Shawyer Family Law” and....., hereafter referred to as the “Client.”

1. **Nature of Case:** The Client consulted the Lawyer in the following matter:

1.	Custody		6.	Trial	
2.	Access		7.	Adoption	
3.	Child Support		8.	Appeal	
4.	Spousal Support		9.	Practice and Procedure	
5.	Property		10.	Divorce	
			11.	Separation Agreement	

2. **Client Responsibilities and Control:** The Client will remain responsible in and in control of his/her own case at all times. This means that the Client will be responsible for understanding the issues, resolution options and potential consequences of those resolution options and consequences. In addition, the Client agrees to:

- a. Cooperate with the Lawyer or his/her office by complying with all reasonable requests for information in connection with the matter for which the Client is requesting services;
- b. Inform the Lawyer of the specific parts of the case that the Client requests the Lawyer's assistance with;
- c. Review and evaluate all information provided by the Lawyer;
- d. Keep the Lawyer or his/her office advised of the Client's concerns and any information pertinent to the Client's case;
- e. Provide the Lawyer with copies of all correspondence to and from the Client relevant to the case;
- f. Notify the Lawyer of any pending negotiations, conferences, hearings, contractual or court imposed deadlines or litigation;
- g. Keep all documents related to the case in a file for review by the Lawyer;

- h. Sign all relevant papers, agreements or filings relative to the case;
- i. Immediately notify the Lawyer of any changes of work or home addresses, email addresses or telephone numbers of the Client;
- j. Immediately notify the Lawyer if the Client receives any new pleadings, motion, letters, or other documents from the other party, the other party's lawyer, any expert, appraiser, or evaluator hired by either party or appointed by the Court, or any documents from the Court, and provide the Lawyer with a copy of the item received, as well as the date it was received by the Client.

3. **Scope of Services:** The Client requests the Lawyer to perform the following services related to the family law issues identified above:

a.	Procedural advice	
b.	Advice on substantive rights and obligations	
c.	Advice about law and strategy related to an ongoing mediation, negotiation or litigation	
d.	Formulate strategy and tactics	
e.	Communications with opposing counsel	
f.	Review correspondence	
g.	Draft correspondence	
h.	Information about document preparation	
i.	Assistance with document preparation	
j.	Information about fact gathering, discovery or questioning	
k.	Investigate facts;	
l.	Assistance with drafting discovery or questioning requests	

m.	Assistance with computer support programs	
n.	Run computer support programs	
o.	Obtain court documents	
p.	Review court documents	
q.	Review transcripts	
r.	Review documents obtained from others	
s.	Advice about negotiations and the preparation and presentation of evidence	
t.	Legal research and analysis	
u.	Assistance with drafting a Case Conference Brief	
v.	Assistance with drafting a Settlement Conference Brief	
w.	Assistance with drafting a Trial Management Conference Brief,	
x.	Preparation of your financial statement and supporting documentation brief	
y.	Service and filing of your financial statement and supporting documentation brief	
z.	Draft motion materials (i.e. Notice of Motion, Affidavit, Factums)	
aa.	Draft Requests to Admit or Response to Requests to Admit	
bb.	Draft Requests for Information or Responses to Requests for Information	
cc.	Draft or Analyze Offers to Settle/Settlement Proposals	
dd.	Review Endorsements and Draft orders and judgements	
ee.	Enforce Orders	
ff.	Prepare summons to witness	
gg.	Prepare the Client for court attendances (motions, conferences, trial)	
hh.	Prepare client for negotiation	
ii.	Prepare client for mediation	
jj.	Prepare client for s. 30 assessment	
kk.	Prepare client for capacity assessment	
ll.	Prepare client for involvement with the Office of the Children's Lawyer	
mm.	Coaching on trial or negotiating techniques	
nn.	Prepare client for questioning	
oo.	Contact Witnesses	
pp.	Contact Expert Witnesses	
qq.	Guidance and procedural information regarding filing and serving documents	

rr.	File and Serve Court Papers	
ss.	Review and analysis of Client's strategy for court attendances	
tt.	Advice about an appeal or the appeal process	
uu.	Procedural assistance with an appeal	
vv.	Assistance with substantive legal argument	
ww.	Appear in court (only for specific attendances agreed upon in advance)	
xx.	Conduct questioning (written or oral)	
yy.	Other:	

4. **Limitation of Lawyer's Responsibilities:** the Lawyer will perform the specific legal tasks identified in paragraph 3 above, consistent with the Lawyer's ethical and professional responsibilities, including observing strict confidentiality, and based on the information available to the Lawyer. In providing those services, the Client also agrees that the Lawyer **will not do the following:**

Sign papers on Client's behalf in the absence of the client's written instructions.

Make decisions for the Client about any aspect of the case that are not procedural and uncontested.

5. **No guarantee of success:** We will try our best for you and give you our best legal advice. However, litigation is a risk and you understand and acknowledge by signing this retainer agreement that Shawyer Family Law cannot guarantee a successful outcome and understand that any and all representations with respect to our opinion as to your chances of success, at any stage of this proceeding, do not under any circumstances constitute a guarantee.

6. **Amendments:** The client may request that the Lawyer provide additional services. If the Lawyer agrees to provide additional services, those additional services will be specifically listed in an amendment to this Agreement, and initialed and dated by both parties. The date that both the Lawyer and the Client initial any such list of additional services to be provided, will be the date on which the Lawyer becomes responsible for providing those additional services. If the Client wishes to obtain additional services from Lawyer/Shawyer Family Law a photocopy which clearly denotes which extra services are to be provided, signed and dated by both Lawyer/Shawyer Family Law and Client and attached to the amendment of this Agreement, shall qualify as an amendment.
7. If the Client decides to retain the Lawyer on a limited basis and have our office removed as the Client's Solicitor of Record, the Client will sign a Notice of Change in Representation immediately and the Client and the Lawyer will enter into a new written Agreement setting forth that fact, and the Lawyers additional responsibilities in the Client's case.
8. **Solicitor of Record:** It is the intention of the Lawyer and the Client that the Lawyer shall only perform those services specifically requested of the Lawyer. In the event that any court requires the Lawyer, as solicitor of record for one or more authorized issues or tasks, to assume the responsibility for other tasks or issues reserved to the Client or a third party professional, the Lawyer may, at his/her sole discretion, elect to withdraw from representation, and the Client agrees to execute any Notice of Change in Representation forms reasonably requested by the Lawyer within 24 hours of such a request.

If the court requires the Lawyer or Firm to render additional services to those agreed to and listed in this contract as the services the lawyer is to perform the Client agrees that she or he will be charged \$350.00 per hour for these additional services. The Client also agrees to sign a new retainer agreement / contract for service for these additional services required by the court.

9. Method of Payment for Services:

I, the Client, confirm that:

a) I understand and agree that the hourly rates for staff at Shawyer Family Law shall be as follows (Plus HST):

Robert Shawyer - \$.....per hour

Associate Lawyer- \$.....per hour

Articling Student - \$.....per hour

b) I understand that from time to time a law clerk or another associate lawyer will do work on my behalf and that in such an event I will be billed for his or her time at his or her respective rate per hour and that all fees are subject to H.S.T.

c) I also understand and acknowledge that I am only retaining Shawyer Family Law, and the lawyers employed therein, and no other lawyer or individual located at 504-3200 Dufferin Street, Toronto, Ontario.

d) I agree to deposit with Shawyer Family Law in Trust the sum of \$.....as an

initial retainer and to deposit from time to time, as and when requested, such further interim retainer monies as you may require to meet anticipated disbursements, and such further amounts as you may require on account of your services.

- e) I understand that no work will be done and no disbursements incurred until the initial financial retainer is deposited and this document executed.
- f) I will replenish my retainer when requested to do so.
- g) When the retainer provided has been exhausted or is insufficient to cover the work that needs to be done or disbursements that need to be incurred, I understand that no further work will be done on my behalf and no further disbursements will be incurred until the financial retainer is replenished in the amount requested.
- h) I understand that you will render accounts to me primarily on the basis of time spent on my behalf.
- i) I understand and agree that payment of my accounts for fees and disbursements is due upon receipt of notice, and that interest will be charged pursuant to the *Solicitors Act*. Each such account is deemed to be final notwithstanding that the work may be ongoing. The amounts charged will be based on the then current rates which are set out in the Billing Information for New Clients.
- j) I agree that if, while this agreement is in effect, the Lawyer/Shawyer Family Law increases the hourly rate(s) being charged to clients generally for the

Lawyer/ Shawyer Family Law's fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided thirty days or more after written notice of the increase is provided to the Client. If the Client chooses not to consent to the increased rate(s), the Client may terminate the Lawyer/Shawyer Family Law's services under this agreement by written notice effective when received by the Lawyer/ Shawyer Family Law.

10. **Costs:**

- a. The Client will pay the Lawyer/Shawyer Family Law's out of pocket costs incurred with this agreement, including long distance telephone and fax costs, photocopy expense and postage.
 - b. All costs payable to third parties in connection with the Client's case including filing fees, investigation fees, questioning fees, and the like will be paid directly by the Client. The Lawyer/Shawyer Family Law will not advance costs to third parties on the Client's behalf without the Client's advance consent.
- The Client acknowledges that the Lawyer has made no promises about the total amount of the Lawyer's fees to be incurred by the Client under this agreement.**

11. **Discharge of Lawyer:** The Client may discharge the Lawyer at any time by written notice effective when received by the Lawyer. Unless specifically agreed by the Lawyer and the Client, the Lawyer will provide no further services after receipt of the notice. Notwithstanding the discharge, the Client will remain obligated to pay the Lawyer at the agreed rate for all services provided prior to such discharge.
12. **Withdrawal of Lawyer:** The Lawyer may withdraw at any time as permitted under the Rules of Professional Conduct and the Family Law Rules. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following:
- a. The Client consents,
 - b. The Client misleads the Lawyer in a material way;
 - c. The client instructs the Lawyer to do something that is prohibited by the Lawyer's Rules of Professional Conduct;
 - d. The Client's conduct renders it unreasonably difficult for the Lawyer to carry out the employment effectively, and
 - e. The Client fails to pay the Lawyer's fees or costs as required by his or her agreement with the Lawyer.

Notwithstanding the Lawyer's withdrawal, the Client will remain obligated to pay the Lawyer at the agreed rate for all services provided. At the termination of services under this agreement, the Lawyer will release promptly to the Client upon the Client's request, all of the Client's papers and property.

13. Acknowledgment and Statement of Client's

Understanding

I acknowledge:

receipt of a copy of all of the documents that form part of this contract,
namely:

1. Administrative Information for New Clients
2. Billing Information for New Clients
3. This Retainer

that I have carefully read and understood the two documents, namely, the
Administrative Information for New Clients and the Billing Information for
New Clients as well as this retainer.

that this Retainer, Administrative Information for New Clients and Billing
Information for New Clients form the complete Agreement between me and the
Lawyer. I hereby agree to retain you as my solicitor based on the policies and
terms outlined in each of these three documents.

14. I signify my agreement with the following statements by initialing each one:

- a. _____ I have accurately described the nature of my case in Paragraph 1.
- b. _____ I will be responsible for the conduct of my case and will be in control of my case at all times as described in Paragraph 2.
- c. _____ The services the Lawyer/Shawyer Family Law has agreed to perform in my case are identified by in paragraph 3. I take responsibility for all other aspects of my case.
- d. _____ I understand and agree to the limitations on the scope of the Lawyer/Shawyer Family Law's responsibilities identified in Paragraph 4 and understand that the Lawyer/ Shawyer Family Law will not be responsible for my conduct in handling my case.
- e. _____ I will pay the Lawyer/Shawyer Family Law for services as described in Paragraphs 8 and 9.
- f. _____ I understand that any amendments to this Agreement shall be in writing, as described in Paragraph 6.
- g. _____ I understand that Shawyer Family Law cannot provide me with any guarantee of success as described in Paragraph 5.

h. _____ I acknowledge that I have been advised by the Lawyer/Shawyer Family Law that I have the right to consult with another independent solicitor to review this Agreement and to advise me on my rights as a client *before* I sign this Agreement.

15. **Effective Date of Agreement:** The effective date of this agreement will be the date when, having been executed by the Client, one copy of the agreement is received by the Lawyer and the Lawyer receives the deposit required by Paragraph 8b. Once effective, this agreement will, however, apply to services provided by the Lawyer on this matter before its effective date.

16. **Advice Given**

I, the Client, acknowledge that I have been advised that:

any claims I may have to an equalization of net family property under the *Family Law Act* may be barred by the passage of time if I do not start court proceedings within 6 years of my separation from my spouse or within two years after a divorce or judgment of nullity, whichever is sooner.

I should consider revoking any existing will and make a new one now, and that when matters with my spouse are resolved, I should consider making a new one at that time.

I should consider changing beneficiary designations on my RRSPs and my life

insurance policies, and to consider severing any joint tenancies that I hold with my spouse.

I wish for accounts to be sent to me by:

- Email only
- Mail only
- Email and Mail

The foregoing is agreed to by:

DATE:

Witness

The Lawyer

DATE:

Witness

The Client