

## Retainer Agreement

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Dear \_\_\_\_\_:

Re: \_\_\_\_\_

### **1. Description of Services**

You have asked us, and we have agreed, to act for you in the matter described below. On \_\_\_\_\_, we \_\_\_\_\_ to discuss the scope of our office's intended representation. We covered this subject in some detail and considered the nature of our fee arrangement. This agreement confirms the terms of your engagement with us.

You retain us to represent you in connection with \_\_\_\_\_. We anticipate that our representation will involve taking the following steps on your behalf:

\_\_\_\_\_  
At this time, we have not been retained to represent you generally or in connection with any other matter. We will not be performing the following services:

\_\_\_\_\_

Your desired outcome and time frame for the resolution of this matter is as follows:

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We will work with you towards your desired outcome. However, all legal actions are subject to many possible variables, such as the demeanor and recollection of witnesses, the availability of substantiating documents and other evidence, and the evidence marshalled by the other side - all of which affect the decision of a judge or jury. Accordingly, we cannot guarantee that your desired result will, in fact, be achieved. For us to work towards your desired outcome, it will be necessary for you to abide by the terms described in this agreement.

## **2. Paralegals**

We expect that most of the work will be performed by myself. However, we reserve the right to assign other paralegals in our office to perform legal services if, in our judgment, that becomes necessary or desirable.

## **3. Fees**

- (a) For this retainer, the fee is based on a flat fee structure. However, in the event that circumstances necessitate work beyond the initially described deliverables, such as pressing circumstances, the requirement for work outside normal business hours, exceptionally successful or efficient representation, or special demands on us, we reserve the right to adjust the fee structure to an hourly rate.

Any such changes will be communicated to the Client in writing, with hourly rates ranging from \$\_\_\_\_\_. Records of all time will be maintained, and accounts will be periodically prepared and sent to you.

You will be charged **HST** on fees and **HST** on some disbursements.

- (b) Based on our consideration of the materials and information you have provided to us, and assuming that there are no further developments or information which would cause us to vary our preliminary opinion and that nothing out of the ordinary is encountered in the course of completing this matter, we estimate that our fee, excluding disbursements, will be approximately \$\_\_\_\_\_. We are not guaranteeing that we can accomplish the work for that sum, but are representing to you that, in our judgment, that amount appears reasonable under the circumstances.

#### **4. Expenses and Allocated Charges (also called disbursements)**

If there are expenses while executing the deliverables described in this retainer agreement, you will be responsible for reimbursing us for expenses (also called disbursements) we incur on your behalf and office charges allocated to your file. These may include serving legal documents, long-distance calls, faxes, postage, deliveries, travel expenses, photocopying, government filing and search charges, the fees of agents who conduct investigations, searches and registrations and all other reasonable out-of-pocket expenses and office charges. We do not charge for staff overtime on evenings or weekends in order to meet time deadlines.

#### **5. Retainer**

Before we begin work on your behalf, we require a retainer in the amount of \$\_\_\_\_\_. The retainer will be placed in our trust account and will serve as a source of payment for all or part of our account or accounts when rendered. You will be asked to replenish the retainer from time to time. Any unused portion will be returned to you upon the completion or termination of our services.

#### **6. Sole Representation**

We will be representing solely you in this matter. Our representation of you does not include the representation of related persons or entities, such as family members; friends; the individuals or entities that are shareholders, directors or officers of a corporation, its parent, subsidiaries or affiliates; partners of a partnership or joint venture; or members of a trade association or other organization. In acting for you, we are not acting for or taking on any responsibilities, obligations or duties to any such related persons or entities and no lawyer-client or other fiduciary relationship exists between us and any such related persons or entities.

#### **7. Conflict of Interest**

Conflicts may arise that cannot as yet be foreseen. We shall make reasonable efforts to identify and address conflicts of interest that may arise during the course of representation. In the event of a conflict of interest as described under r.1.1-1 of the [Rules](#); r.1.02 of the [Paralegal rules](#) s.3.4 of the [Rules](#) and r.3.04 of the [Paralegal Rules](#), we may be required to withdraw from representation.

#### **8. Termination of Legal Services**

##### *By You*

You have the right to terminate our services to you upon written notice to us. If you do, you agree to pay our fees and expenses for our legal services up until the time we stop work. We will ask you to sign a court form which tells the court we are no longer your representative.

*By Us*

Subject to our obligations to you to maintain proper standards of professional conduct, we reserve the right to terminate our services to you for good reasons, which include, but are not limited to:

- (a) if you fail to cooperate with us in any reasonable request;
- (b) if our continuing to act would be unethical or impractical;
- (c) if our retainer has not been paid or,
- (d) if you fail to pay our accounts when rendered.

If you terminate our services or we withdraw, you will only have to pay our fees and expenses up until the time we stop acting for you.

**9. Agreement**

You confirm communication via the following is confidential and consent to me/our office contacting you at:

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If you want us to proceed on the basis described above, please **sign both copies of this agreement in the space provided and return one copy to us**. The retainer in the sum of \$\_\_\_\_\_ can be paid after an invoice is sent to you. If there is anything you do not agree with, or if there is anything you would like to discuss before signing, please inform us promptly.

\_\_\_\_\_  
Paralegal's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's signature

\_\_\_\_\_  
Date