Retainer Agreement (General)

This document should be adapted to suit your practice and the matter for which it is being used. See endnote.

[Firm Name, Address, Telephone Number, Email]

[Date]
[Client Name]
[Client Address]

Dear **[Name of client]**:

Re: **[Description of matter]**

1. Description of Services

You have asked us, and we have agreed, to act for you in the matter described below. On **[date]**, we **[met/spoke]** to discuss the scope of our firm'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 of us.

You retain us to represent you in connection with **[description of matter]**. We anticipate that our representation will involve taking the following steps on your behalf:

(a) **[describe]**

(b) **[describe]**

(c) **[describe]**

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:

(d) **[describe]**

(e) **[describe]**

(f**) [describe]**

This document may be adapted for use by lawyers and paralegals for their legal practices. It is available at practicepro.ca/retainers
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[Optional] Your desired outcome and time frame for resolution of this matter is as follows:

[describe]

[Optional] We will work with you towards your desired outcome. However, all legal actions are subject to many possible variables such as the demeanour 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. Lawyers

We expect that most of the work will be performed or supervised by myself (a partner in this firm) who will be assisted by **[name]**, an **[associate/articling student]** in this firm. However, we reserve the right to assign other lawyers in our firm to perform legal services if in our judgment that becomes necessary or desirable.

3. Fees

(a) Our fee will be based principally on the time spent by us on your behalf. Records of all time will be kept and accounts will then be prepared and sent to you periodically.

Our hourly rates range from $**[amount]** for articling students to $**[amount]** for my associate to $**[amount]** for me.

While we expect that our fee will be calculated on the basis of our regular hourly rates, we reserve the right to charge more in appropriate cases, such as pressing circumstances, the requirement for work outside normal business hours, exceptionally successful or efficient representation, or special demands on us.

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

(b) **[Optional]** 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 $**[amount]**. 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)

You will also be responsible for reimbursing us for expenses (also called disbursements) we incur on your behalf and office charges allocated to your file. These include long distance calls, faxes, postage, deliveries, travel expenses, photocopying, government filing and search charges

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and 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. Interest

Payment is due on all of our accounts when rendered. If any account is not paid within 30 days, interest will be charged on the outstanding balance at a rate of **[rate]**% per annum from the date of the account, until paid.

6. Retainer

Before we begin work on your behalf, we require a retainer in the amount of $**[amount]**. 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.

7. 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.

[Multiple Clients – Optional in the alternative if not sole representation]

Representing Multiple Clients with Apparent Same Interest (Joint Representation)
As you know the following **[party/parties]** are involved with you in this matter and you and they have asked us to represent all of you:

[name(s)]

We have discussed with you the principles we must follow of undivided loyalty. No information received from one of you as a part of the joint representation can be treated as confidential as between all of you. If we should receive information from one of you which we are instructed to keep confidential as between all of you, we will have to stop acting for all of you.

We have discussed these matters with you and have concluded that, at least at present, each of your individual interests in this matter are the same. The areas in which these individual interests may diverge in the future are:

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[describe]

If we agree to act for one of you in a matter separate from this one, and we receive confidential information from that separate matter that is relevant to this matter, and the client in that separate matter wishes to keep it confidential, then

[Lawyer when drafting agreement must choose (i) or (ii) following]

(i) the information must not be disclosed to the other in this matter. This means we must withdraw from the joint representation.

or

(ii) the information must be disclosed to each of you in this matter and we may continue to act jointly for both of you.

Other conflicts may arise that cannot as yet be foreseen. A conflict of interest occurs when what is best for one of our clients somehow is not best for or hurts another of the firm's clients. At the present time we can represent all of you. However, if it later becomes apparent that there is a conflict, we confirm each of your instructions to attempt to resolve this conflict. If a successful resolution cannot be accomplished in a timely way or at all, or if our attempts to resolve the issue cause us ethical concerns, we will have to withdraw from representing all of you.

[if applicable] We confirm your agreement that if a contentious issue between you and _____ arises, we may continue to advise _____ about the contentious matter and that I we will refer you to another lawyer or paralegal.

Our billings will name and be sent to all of you and each client is responsible for payment of the entire amount. You will need to decide between you how our accounts will be divided.

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 lawyers.

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;

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(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 would only have to pay our fees and expenses up until the time we stopped acting for you.

9. Agreement

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

[client address]
[client home number]
[client cell number]
[client email]

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**, together with a retainer in the sum of $**[amount]**, in the enclosed self-addressed envelope. 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.

_____ _____
Lawyer's signature Date

_____ _____
Client's signature Date

NOTE & DISCLAIMER: Model retainers are provided by LAWPRO for your consideration and use when you draft your own documents. They are NOT meant to be used "as is." Their suitability will depend upon a number of factors, such as the current state of the law and practice in each area of law, your writing style, your needs, and the needs and preferences of your clients. These documents may need to be modified to correspond to current law and practice. These documents do not establish, report, or create the standard of care for lawyers. The material is not a complete analysis of any of the topics covered, and readers should conduct their own appropriate legal research.

Retainer letters or agreements should include reference to the following:

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- identity of the lawyer and the client;
- scope of service (is your work to be limited in any way?);
- obligations of client;
- delegation of work;
- expected chronology;
- fee arrangement;
- billing format;
- rate changes;
- withdrawal or termination of services; and
- conflicts of interest.

Drafted originally by the Law Society of British Columbia, LAWPRO has revised this retainer for Ontario lawyers with permission. LAWPRO gratefully acknowledges the work of the Law Society of British Columbia in preparing this document.

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