**Form Engagement Letter**

**\*\*\*Note: All notes in italics, bold or surrounded by [ ] are for your information only and need not be part of the letter sent to the client, unless applicable to your representation.**

|  |  |  |
| --- | --- | --- |
| Client |  |  |
| [insert name and address] |  |  |

**Re: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ v. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Case No. \_\_\_\_\_\_\_ (the "Lawsuit" or “specific matter name” if not in litigation)**

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

Thank you for selecting [Firm Name](the “firm”) to represent you in the [fully and specifically describe Lawsuit or scope of work for this particular matter], (the “Lawsuit” or “specific matter name”). Our firm’s policy at the outset of an engagement with new clients is to outline not only the nature of the engagement, but also the basis on which the firm will provide legal services and bill for them.

# 1. Nature of Engagement. As we discussed, the firm’s client will be [Specific and Correct Full Name of Client].The scope of our engagement will be limited to the representation of you in the Lawsuit[or “specific matter name”].

# 2. Fees. Although I will be the attorney responsible for this engagement, portions of the work may be performed by other firm attorneys and legal assistants, as necessary. My current hourly rate is $\_\_\_\_. Our hourly rates for partners range from $\_\_\_\_ to $\_\_\_\_; for associates, from $\_\_\_\_ to $\_\_\_\_ ; [and for legal assistants, from $\_\_\_\_ to $\_\_\_\_ ; and litigation support personnel, from $\_\_\_\_ to $\_\_\_\_]. Our billing rates are subject to adjustment from time to time, usually in January of each year.

**[OPTIONAL RETAINER LANGUAGE]:** Advance Payment Retainer: Our agreement to represent the Company is contingent upon the Company's payment to us of an advance fee of **[**$\_\_\_\_\_\_\_**]** (the "retainer"). The retainer shall be held in our account and shall be applied against our final invoice. Any unused portion of the retainer shall be refunded to [you/your company].

**[Note: Some states have mandatory language which must be included in engagement letters. For example, matters handled in New York must include the following:** *In the unlikely event that a dispute arises between us relating to our fees, you [the Client] may have the right to arbitration of the dispute under New York law, Part 137 of the Rules of the Chief Administrator of the Courts. We would be happy to provide you with the necessary information regarding your right to arbitration upon your request*.]

**[Be sure to check your state’s requirements.**]

# 3. Costs. In addition to our fees, our bills will include allocable charges for costs and expenses incurred in performing our services, such as printing and reproduction services, mail, messenger and delivery services, computerized research, travel (including mileage, parking, air or rail fare, lodging, meals, taxi or car rental), telephone, secretarial and support staff overtime (when necessitated by the client’s work), court costs and filing fees [and other litigation support services, such as document scanning, coding and printing]. Unless other arrangements are made, certain expenses (such as expert witness’ fees and court reporters’ charges) will be billed directly to you and will not be our responsibility.

# 4. Billing Arrangements. We render on-account bills monthly. Our statements generally will be prepared and mailed to you during the month following the month in which services are rendered. The firm expects that its clients will pay statements within 30 days. We reserve the right to defer providing services or to discontinue our representation if billed amounts are not paid when due.

5. Client Documents: We will maintain any necessary documents (including any electronic copies) relating to this matter in our client files. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to make available to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and costs, subject to applicable rules of attorney conduct. We will retain any remaining documents in our files for a certain period of time, after which we will destroy them in accordance with our record retention program.

6. **[OPTIONAL AFFILIATE WAIVER LANGUAGE – Insert if the client being represented has a parent, subsidiary or affiliate:**

Affiliate Waiver: For all matters which you may, from time to time, request our assistance, the firm’s client will be [Name of specific corporate entity or entities represented] and not any [parent], subsidiaries or affiliates of [Client]. This letter confirms that [Client] acknowledges and agrees that it is a separate entity from its [parent], subsidiaries and affiliates for conflicts of interest purposes and that our representation of [Client] does not give rise to an attorney-client relationship for conflicts of interest purposes with any [parent], subsidiary or affiliates of [Client]. [Client] further acknowledges that the firm may have in the past represented, currently represents, or will in the future represent, other clients whose interests are adverse to [the parent], subsidiaries or affiliates of [Client] and that such representations by the firm will not give rise to a conflict of interest with [Client]. [Client] also agrees that during the course of the firm’s representation of [Client], [Client] will not provide to the firm any confidential information regarding its [parent], subsidiaries or affiliates.]

7. Termination of Representation. A client has the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve each of the clients of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the clients through the date of termination.

# [Client] acknowledges and agrees that, prior to entering this Agreement, it has been advised and has had the opportunity to consult with independent counsel (not with the firm) regarding the terms and conditions of this Agreement.

# If after consideration, [Client] consents and agrees to be represented by the firm in the [Name of Matter] in accordance with the above terms and conditions, please sign the enclosed copy of this letter in the space provided below and return it to me. Should you have any questions, please call me.

We appreciate the chance to be of service and look forward to working with you.

Sincerely,

Enclosures

ACCEPTED AND AGREED to by:

[Client]

Date: