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ADVICE AND INSIGHT INTO THE PRACTICE OF LAW®

Lawyers' Toolkit 3.0:  
A Guide to Managing  
the Attorney-Client Relationship

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## Introduction

Documentation of the attorney-client relationship represents a critical risk control technique. CNA has developed the following *Lawyers' Toolkit 3.0: A Guide to Managing the Attorney-Client Relationship* to assist attorneys in creating documents that will enable them to better manage their interactions with potential and actual clients. Documentation of the scope of the representation and the mutual responsibilities of the attorneys and their clients can often be a deciding factor in determining the responsibilities of both parties. These sample documents are designed to establish client expectations, reduce client misunderstandings, improve client communications, and provide opportunities for additional services. The use of these documents may not prevent legal malpractice claims, but can support a stronger defense in the event a claim arises.

This Guide includes the following sample documents:

- 15 engagement agreements
- 2 awaiting further action letters
- 1 non-engagement/declination letter
- 4 conflict of interest waivers
- 1 closing matter/disengagement letter

Several of the sample documents include language addressing joint or dual representations and discuss prospective and actual conflicts of interest. Sample conflict of interest waivers are included for reference. Attorneys also should consider applicable legal ethics rules as well as the relevant risks associated with joint or dual representations prior to accepting such engagements. Joint or dual representations should be undertaken only with full disclosure to clients regarding the relevant risks, and only when such representation is in the best interests of the clients. From a professional liability perspective, engagements undertaken where a conflict of interest exists are inherently risky, irrespective of obtaining signed conflict of interest waivers.

In addition, the first three sample engagement agreements include draft language for contingent fee, hourly fee, and flat fee arrangements. Attorneys should incorporate the appropriate fee agreement language from one of these first three sample engagement agreements when using one of the twelve other engagement agreements included herein.

These sample documents are provided as a convenience for use in the practice of law and include illustrative language that attorneys may wish to consider using in their own agreements, letters, and waivers. Additionally, each sample document should be customized for every engagement and prepared in accordance with applicable professional and regulatory requirements. CNA used the ABA Model Rules of Professional Conduct as a guide in creating these sample documents. However, attorneys must consult their applicable rules of professional conduct, as well as the case law and ethics opinions of the relevant jurisdiction, when drafting their own agreements, letters and waivers.

## Sample Engagement Agreement – Contingent Fee

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Scope of Representation:** We have been engaged to represent [name of client or clients] for the purpose of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[describe matter or case with specificity]. [Consider disclaiming by name representation of other individuals or entities and/or other matters related to your representation to avoid confusion regarding whom you represent.] You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

*(For representations involving real estate, consider including the following language: The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.)*

**Fees and Billing Statements:** We will submit a bill to you every \_\_\_\_ days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" and "Late Payment and Failure to Pay" provisions of this agreement for further information. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment, and the remaining amount will be subject to our contingency fee, as described below.

We will provide you with a summary statement listing these deductions at the time of any payment to you from a settlement or judgment.

The fee arrangement, as agreed, will be based on a contingency fee to be charged as follows:

\_\_\_\_% of the gross amount recovered in a settlement before we have instituted a lawsuit;

\_\_\_\_% of the gross amount recovered in a settlement after we have instituted a lawsuit;

\_\_\_\_% of the gross amount recovered after trial has begun;

\_\_\_\_% of the gross amount recovered if any judgment is appealed, either on your behalf or by an adverse party, or if garnishment or any proceeding after judgment is necessary to collect the judgment or any portion of it; and

\_\_\_\_% of the gross amount recovered if the matter is the subject of a retrial as ordered by a trial or appellate court.

**Expenses:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**Late Payment and Failure to Pay:** If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.

**Responsibilities of Law Firm and Client:** We will provide only legal services, as previously described in the “Scope of Representation” and “Limited Scope of Representation” sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better able to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

**Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation, and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

**Electronic Data Communication and Storage:** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

**File Retention and Destruction:** At the conclusion of this matter, we will retain your legal files for a period of \_\_\_\_ years after we close our file. At the expiration of the \_\_\_\_-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.



**No Guarantee of Success:** It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorney fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

**Professional Liability Insurance:** *[Do not include unless required by jurisdiction; research applicable disclosure requirements and adapt the statement accordingly.]* Our law firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

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

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

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

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Engagement Agreement – Hourly Fee

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Scope of Representation:** We have been engaged to represent [name of client or clients] for the purpose of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[describe matter or case with specificity]. [Consider disclaiming by name representation of other individuals or entities and/or other matters related to your representation to avoid confusion regarding whom you represent.] You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

*(For representations involving real estate, consider including the following language: The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.)*

**Fees and Billing Statements:** We will submit a bill to you every thirty days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" and "Late Payment and Failure to Pay" provisions of this agreement for further information. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment.

We will provide you with a summary statement listing these deductions at the time of any payment to you from a settlement or judgment.

On the basis of our time, charges are as follows:

\$\_\_\_\_ per hour for the services of [name and position];

\$\_\_\_\_ per hour for the services of [name and position]; and

\$\_\_\_\_ per hour for the services of [name and position].

In consideration of our services, in matters in which the fee is based on time charges, we shall require a retainer of \$\_\_\_\_, of which the first \$\_\_\_\_ shall constitute our minimum fee for the services to be rendered. The retainer is to be applied to our time charges.

From time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. We will, of course, notify you of such adjustments.

I will handle this matter in conjunction with [name of associate or partner], who is a(n) [associate or partner] with the law firm. Other individuals may assist with the case from time to time or even assume the case as lead attorney. The use of junior lawyers, paralegals, and law clerks results in a direct savings to you, since they can more economically perform tasks which do not require the attention of a senior partner. If you have any questions or concerns regarding delegation of responsibilities and work between attorneys, please contact us to discuss these issues.

It is our policy to describe services performed in a detailed manner so that you may be able to understand fully the services and the charges. If there are any questions relating to the services or the charges, we will be pleased to discuss them with you at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, you agree to notify us in writing or email within 30 days of receiving our billing statement if you dispute any entry for legal services or charges on any billing statement. In the absence of any written objections thereto within 30 days of your receipt of a billing statement, you will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

In addition, if as a result of our engagement, we are required to produce documents or appear as a witness in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation, or dispute involving you or any related persons, you are responsible for costs and expenses reasonably incurred by us (including professional and staff time at then-scheduled hourly rates and reasonable attorneys' fees and costs incurred by us).

**Expenses:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**Late Payment and Failure to Pay:** If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.

**Responsibilities of Law Firm and Client:** We will provide only legal services, as previously described in the “Scope of Representation” and “Limited Scope of Representation” sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion, includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better able to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

**Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation, and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

**Electronic Data Communication and Storage:** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

**File Retention and Destruction:** At the conclusion of this matter, we will retain your legal files for a period of \_\_\_\_ years after we close our file. At the expiration of the \_\_\_\_-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

**No Guarantee of Success:** It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorney fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

**Professional Liability Insurance:** *[Do not include unless required by jurisdiction; research applicable disclosure requirements and adapt the statement accordingly.]* Our law firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that have I read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

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

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

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

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Engagement Agreement – Flat Fee

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Scope of Representation:** We have been engaged to represent [name of client or clients] for the purpose of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[describe matter or case with specificity]. [Consider disclaiming by name representation of other individuals or entities and/or other matters related to your representation to avoid confusion regarding whom you represent.] You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

*(For representations involving real estate, consider including the following language: The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.)*

**Fees and Billing Statements:** A flat fee of \$\_\_\_\_\_ is due immediately at the outset of the representation for all services within the scope of our representation as set forth above, which does not include expenses (see below).

We will submit a bill to you every thirty days for any expenses. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.



You are responsible for payment of all expenses and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the “Expenses” and “Late Payment and Failure to Pay” provisions of this agreement for further information. To the extent we are successful in recovering a settlement or judgment on your behalf, all expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment.

We will provide you with a summary statement listing these deductions at the time of any payment to you from a settlement or judgment.

**Expenses:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**Late Payment and Failure to Pay:** If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.

**Responsibilities of Law Firm and Client:** We will provide only legal services, as previously described in the “Scope of Representation” and “Limited Scope of Representation” sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion, includes, among other decision, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better equipped to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

**Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

**Electronic Data Communication and Storage:** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

**File Retention and Destruction:** At the conclusion of this matter, we will retain your legal files for a period of \_\_\_ years after we close our file. At the expiration of the \_\_\_-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

**No Guarantee of Success:** It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorney fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

**Professional Liability Insurance:** *[Do not include unless required by jurisdiction; research applicable disclosure requirements and adapt the statement accordingly.]* Our law firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

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

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

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

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Engagement Agreement – Seller of Residential Real Estate

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Scope of Representation:** We have been engaged to represent [name of client or clients] in connection with your sale of residential real estate located at [address of residential real estate]. We do not represent any other individuals or entities who are a party to or have an interest in the sale, all of whom should engage their own counsel for legal advice or services. You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter, and a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

*[Review your jurisdiction's real estate laws and regulations before using this language]:*

Our duties are limited to the following:

- reviewing any brokerage listing agreement, offer form or sale agreements and recommending wording for any desired changes thereto;
- preparing a deed from you to your buyer; and,
- attending the sale closing, reviewing all closing documents, and recommending wording for any desired changes thereto.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same. The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.

**Fees and Billing Statements:** [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

**Expenses:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**Late Payment and Failure to Pay:** If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.

**Responsibilities of Law Firm and Client:** We will provide only legal services, as previously described in the “Scope of Representation” and “Limited Scope of Representation” sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly, and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion, includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better able to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

**Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation, and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

**Electronic Data Communication and Storage:** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential

to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

**File Retention and Destruction:** At the conclusion of this matter, we will retain your legal files for a period of \_\_\_\_ years after we close our file. At the expiration of the \_\_\_\_-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

**No Guarantee of Success:** It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorney fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

**Professional Liability Insurance:** *[Do not include unless required by jurisdiction; research applicable disclosure requirements and adapt the statement accordingly.]* Our law firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.



If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

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

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

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

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Engagement Agreement – Buyer of Residential Real Estate

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Scope of Representation:** We have been engaged to represent [name of client or clients] in connection with your purchase of residential real estate located at [address of residential real estate]. We do not represent any other individuals or entities who are a party to or have an interest in the purchase, all of whom should engage their own counsel for legal advice or services. You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter, and a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

*[Review your jurisdiction's real estate laws and regulations before using this language]:* Specifically, we will review the purchase and sale agreement and suggest any desired changes thereto; review the abstract, municipal lien certificate, mortgage plot plan, and all loan documents procured or prepared by your lender; review the zoning by law of [name of appropriate governmental unit]; furnish you with an oral report of compliance with a dimensional requirements as shown on the mortgage plot plan; and attend the closing and review all closing documents and suggest any desired changes thereto.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.

**Fees and Billing Statements:** [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

**Expenses:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services.

The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**Late Payment and Failure to Pay:** If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.

**Responsibilities of Law Firm and Client:** We will provide only legal services, as previously described in the "Scope of Representation" and "Limited Scope of Representation" sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better able to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

**Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation, and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

**Electronic Data Communication and Storage:** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

**File Retention and Destruction:** At the conclusion of this matter, we will retain your legal files for a period of \_\_\_\_ years after we close our file. At the expiration of the \_\_\_\_-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

**No Guarantee of Success:** It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorney fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

**Professional Liability Insurance:** *[Do not include unless required by jurisdiction; research applicable disclosure requirements and adapt the statement accordingly.]* Our law firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it.

You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

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

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

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

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Engagement Agreement – Forming and Representing a Limited Liability Company (LLC)

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent that you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand any of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Scope of Representation:** We have been engaged to represent [name of client or clients] for the purpose of forming a new limited liability company [name of LLC]. [You may also want to specifically disclaim as clients the names of other people or entities that your firm is not representing and/or matters related to your representation that your firm is not handling.] Once [name of LLC] is formed, we will only represent [name of LLC] and we will no longer represent [name of initial client or clients]. You represent that you do not know of any related legal matters that would require legal services to be provided under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter, and a separate agreement for provision of services and payment for those services will be required if you wish our law firm to perform legal services pertaining to any related or additional matters.

Our representation will include the following services:

1. Preparation and filing of articles of organization with [appropriate Secretary of State];
2. Preparation of Form SS-4, Application for Employer Identification Number, for filing with the Internal Revenue Service;
3. Preparation of company bylaws and an operating agreement;
4. Review of state and federal securities laws regarding their application to ownership interests in the LLC. In the event ownership interests in the LLC are not exempt from registration with the SEC or state securities regulators, we will contact you to discuss additional services required, which are not within the scope of this representation;
5. Preparation of minutes of the initial meeting of the members of the LLC; and,
6. A review of the basic federal income tax considerations and in particular an analysis of the elements necessary to be classified as a partnership for general income tax purposes. We will prepare IRS Form 8832, Entity Classification Election, for filing.

This representation contemplates the formation of a limited liability company in accordance with the laws of the state of \_\_\_\_\_. The above services are typical services associated with the legal formation of the entity. Based on our discussions with you, additional services may be required. We will discuss such services with you and will issue supplementary engagement agreements as needed explaining the scope of those services, timing to complete same, and additional costs, as applicable.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

**Fees and Billing Statements:** [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

**Expenses:** A filing fee will be charged by the [appropriate Secretary of State] when the articles of organization are filed. The fee is \$\_\_\_\_\_. Please inform us whom you designate to serve as statutory agent. We will prepare the articles of organization, including original appointment of the statutory agent, and send them to you for your review and signature. At that time, we will ask you to return a check made payable to the [appropriate Secretary of State] to cover the filing fee.

In the course of rendering services to you, it may be necessary for us to incur other expenses for items such as other filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**Late Payment and Failure to Pay:** If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.



**Responsibilities of Law Firm and Client:** We will provide only legal services, as previously described in the “Scope of Representation” and “Limited Scope of Representation” sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion includes, among other decisions, such as whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better equipped to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of property, funds, and any portions of the actual client file that belong to you.

**Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation, and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

**Electronic Data Communication and Storage:** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

**File Retention and Destruction:** At the conclusion of this matter, we will retain your legal files for a period of \_\_\_\_ years after we close our file. At the expiration of the \_\_\_\_-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

**No Guarantee of Success:** It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorney fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

**Professional Liability Insurance:** *[Do not include unless required by jurisdiction; research applicable disclosure requirements and adapt the statement accordingly.]* Our law firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client One Name] [Date]

\_\_\_\_\_  
[Client One Signature]

\_\_\_\_\_  
[Client Two Name] [Date]

\_\_\_\_\_  
[Client Two Signature]

\_\_\_\_\_  
[Client Three Name] [Date]

\_\_\_\_\_  
[Client Three Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Engagement Agreement – Representing an Administrator/Executor

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand any of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Scope of Representation:** We have been engaged to represent you in connection with your role as administrator/executor of the \_\_\_\_\_ Estate. You represent that you do not know of any related legal matters that would require legal services to be provided under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter, and a separate agreement for provision of services and payment for those services will be required if you wish our law firm to perform legal services pertaining to any related or additional matter.

**Limited Scope of Representation:** We will provide those services that are necessary and appropriate to administer the \_\_\_\_\_ Estate, commencing with the petition to probate the will and have you qualified as administrator/executor. Typical services to be performed include the following:

- (a) Preparation and completion of all notices of appointment of you as administrator/executor and other notices with respect to creditors as are required by the laws of the State of \_\_\_\_\_ and rules of court having jurisdiction of the estate;
- (b) Assisting you in preparing a complete inventory of all assets of any kind or nature that are subject to probate, and any other non-probate assets such as life insurance, retirement benefits, and other assets;
- (c) Assisting you in a search for all debts, obligations, and contingent liabilities of the estate in order to determine the financial condition of the estate and advise you regarding any other actions that must be taken by you to secure, reinvest, or protect the assets and provide for the discharge of liabilities, including death taxes owed by the estate;
- (d) Preparation and completion of all interim reports to the probate court and the beneficiaries as required during the course of the administration of the estate;
- (e) Preparation of all tax returns for the estate, including federal estate tax and generation-skipping tax returns, state inheritance tax returns, local or state property tax returns, as well as federal and state fiduciary income tax returns. We will inform you of applicable due dates for these income tax returns;
- (f) While our duties extend solely to you in your capacity as administrator/executor of the estate, we will bring to your attention post-death planning issues of interest to the estate and its beneficiaries, such as alternative asset valuation options, use of disclaimers, funding of trusts as provided for in the estate plan, timing of the distribution of assets that is beneficial to the estate and any beneficiaries, and election of income tax benefits to the estate and beneficiaries. We specifically disclaim responsibility to bring these matters to the attention of the estate beneficiaries, who should consult with their own professional advisors;

- (g) Assisting you in planning for the payment of all death taxes and the source of funds to be used in payment of any tax obligations, as well as any elections for installment payment of taxes, if available;
- (h) Preparation of a plan of distribution of assets held in the estate, either outright or to separate continuing trusts, for the beneficiaries;
- (i) Preparation of all reports, notices, consents, receipts, and accountings for closing the estate and your discharge as administrator/executor; and
- (j) Counseling and advising you on any related questions or matters arising out of the administration of the estate.

If you engage other professional advisors on behalf of the estate, you agree to inform us of same and provide us with specific direction regarding the services they will perform and our responsibility to consult with them. We will communicate with you in writing to confirm the scope of such consultations prior to initiating same. If there are any other legal services that you wish us to perform for you as administrator/executor, we will first consult with you and supplement this engagement agreement before commencing those tasks.

**Identification of the Client:** You should understand that we represent you as administrator/executor. We do not represent the beneficiaries of the estate, even though we will, from time to time, provide them with information about the administration of the estate. In appropriate circumstances, we may advise beneficiaries to obtain independent counsel, as we do not represent them.

Apart from any applicable legal requirement to notify the beneficiaries that the will has been probated and the estate administration commenced, we plan to do so and to provide each beneficiary with a copy of the will. In doing so, we will make it clear that you, alone, are our client, in your capacity as the administrator/executor. Furthermore, we will keep the beneficiaries advised as the administration of the estate progresses; for example, by furnishing copies of the formal inventory of estate assets as soon as that has been formalized.

**[Additional Language if the Administrator/Executor is also a Beneficiary:** Because you are a beneficiary of the estate, we must advise you that we only represent you in your capacity as administrator/executor, and you should retain other legal counsel to advise you in your capacity as a beneficiary. To the extent you wish to engage us to represent you in your capacity as a beneficiary, please be advised that we can only accept the representation if there is no conflict of interest by reason of such relationship. For example, a conflict may arise in distribution of assets to you if one of the other beneficiaries should object to your individual ownership of partial interest in an estate asset; or by reason of the amount of compensation that you may claim. In the event you retain us and such a conflict arises, we reserve the right to resign from this portion of the representation based upon applicable legal ethics rules.]

**Fees and Billing Statements:** [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

**Expenses:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**Late Payment and Failure to Pay:** If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.

**Responsibilities of Law Firm and Client:** We will provide only legal services, as previously described in the “Scope of Representation” and “Limited Scope of Representation” sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better able to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

**Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery, in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you, a reasonable fee for the work we have performed, based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, our experience, ability, reputation, the responsibility involved, and the results obtained.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

**Electronic Data Communication and Storage:** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

**File Retention and Destruction:** At the conclusion of this matter, we will retain your legal files for a period of \_\_\_\_ years after we close our file. At the expiration of the \_\_\_\_-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

**No Guarantee of Success:** It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorney fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

**Professional Liability Insurance:** *[Do not include unless required by jurisdiction; research applicable disclosure requirements and adapt the statement accordingly.]* Our law firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.



If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

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

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

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

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Engagement Agreement – Joint Representation

*Note: Attorneys should consult the rules of professional conduct and ethics opinions applicable to their jurisdiction prior to undertaking joint representations.*

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Scope of Representation:** We have been engaged to represent [name of client or clients] for the purpose of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[describe matter or case with specificity]. [Consider disclaiming by name representation of other individuals or entities and/or other matters related to your representation to avoid confusion regarding who you represent.] You represent that you do not know of any related legal matters that would require legal services to be provided under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter. Therefore, a separate agreement for provision of services and payment for those services will be required if you wish our law firm to perform legal services pertaining to any related or additional matters.

**Joint Representation:** Representing all of you in the same matter (the “joint representation”) provides a savings over the costs that would otherwise be incurred were each of you to retain separate counsel, but it also presents special ethical considerations. We will undertake your joint representation if you agree in writing after consultation with us about the risks of joint representation. You may also consult with legal counsel other than us regarding this joint representation.

It is important that you understand that, because we will be representing all of you, you are considered our client, collectively. Ethical considerations prohibit us from agreeing with any of you to withhold information from the others. Accordingly, in agreeing to the joint representation, each of you are authorizing us to disclose to the other joint clients any matters related to the representation that one of you might discuss with us or that we might acquire from any other source. In this joint representation, we will not give legal advice to any of you or make any changes in any of your legal pleadings or documents without your mutual knowledge and consent. Anything that any of you discusses with attorneys employed by our firm is privileged from disclosure to third parties, except (a) with your consent, (b) for communication with other advisors, or (c) as otherwise required or permitted by law or the rules governing professional conduct.

Conflicts of interest may arise with respect to the subject matter of our representation. Based on the information now available to us, we are not aware of any actual conflicts associated with this joint representation. If you become aware of anything you believe might suggest an actual conflict of interest, please bring it to our attention immediately. In addition, if you become aware of any strategic or other considerations that in your opinion potentially could develop into a conflict of interest involving any of you, we ask that you promptly call such matters to our attention.

If circumstances arise during the course of this matter that require or make it desirable that any of the joint clients obtain separate legal representation in this matter, our firm would be free to continue to represent the remaining members of the joint client group in this matter. By signing this engagement agreement and accepting our joint representation, you agree that, if it becomes necessary or desirable for any of you to retain other counsel, you will not seek to disqualify our firm from continuing to represent the remaining members that comprise the joint client, or any of them individually.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

*[For representations involving real estate, consider including the following language: The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.]*

**Fees and Billing Statements:** [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

**Expenses:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**Late Payment and Failure to Pay:** If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.

**Responsibilities of Law Firm and Client:** We will provide only legal services, as previously described in the “Scope of Representation” and “Limited Scope of Representation” sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better able to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

**Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will stop all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm. If one or more of you decides to terminate our representation, we reserve the right to represent the remaining member(s) of the joint representation to the extent permitted by rule and law.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery, in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you, a reasonable fee for the work we have performed, based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, our experience, ability, reputation, the responsibility involved, and the results obtained.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

**Electronic Data Communication and Storage:** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

**File Retention and Destruction:** At the conclusion of this matter, we will retain your legal files for a period of \_\_\_\_ years after we close our file. At the expiration of the \_\_\_\_-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

**No Guarantee of Success:** It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorney fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

**Professional Liability Insurance:** *[Do not include unless required by jurisdiction; research applicable disclosure requirements and adapt the statement accordingly.]* Our law firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client One Name]

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

\_\_\_\_\_  
[Client One Signature]

\_\_\_\_\_  
[Client Two Name]

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

\_\_\_\_\_  
[Client Two Signature]

\_\_\_\_\_  
[Client Three Name]

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

\_\_\_\_\_  
[Client Three Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Engagement Agreement – Family Law

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Scope of Representation:** We have been engaged to represent [name of client or clients] in your matrimonial dispute for the purpose of \_\_\_\_\_

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[law firm should include only the items below that apply to this particular representation or incorporate other language if applicable]:

- Obtaining a divorce decree;
- Preparing a separation agreement;
- Attempting to negotiate a settlement;
- Commencing proceedings for a division of family assets, maintenance, and custody;
- Defending proceedings for a division of family assets, maintenance, and custody;
- Application to court for restraining orders, interim maintenance, interim custody, and possession of property;
- Obtaining financial disclosure from your spouse;
- Preparing for, attending, and conducting examinations for discovery;
- Preparing for and attending trial;
- Obtaining judgment, settling the order, and enforcing the order granted by the court.

By signing this engagement agreement, you are authorizing this law firm to appear in any lawsuit which has been or may be filed in this matter and to enter into discussions toward settlement or compromise of the matter as we deem advisable. We will not agree to any settlement of your matrimonial matter without your knowledge and consent.

[Consider disclaiming by name representation of other individuals or entities and/or other matters related to your representation to avoid confusion regarding whom you represent.] You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.



**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

This Agreement covers legal representation only through trial and/or final judgment or settlement. It does not include appeals, post-judgment contempt or enforcement, modifications or post-trial proceedings. This law firm's representation does not include other related matters, such as but not limited to temporary or permanent injunctions, bankruptcy proceedings, birth certificate amendments, or real estate transactions, unless specified in this engagement agreement. This law firm's representation does not include legal advice, the preparation, or enforcement of any post-judgment matters, such as but not limited to a Qualified Domestic Relations Order.

If after this representation terminates, you would like this law firm to represent you on any post-judgment matters related to your divorce, and this law firm agrees to represent you on such a post-judgment matter(s), a new engagement agreement must be entered into between you and this law firm before the legal representation commences. Alternatively, if you wish to seek new counsel for any post-judgment matters and/or this law firm does not wish to represent you on any post-judgment matters, the law firm may provide you with referrals to other law firms that provide representation on such post-judgment matters. You will be solely responsible for payment of any other law firm's legal fees and costs.

**Fees and Billing Statements:** We will submit a bill to you every thirty days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements. You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" and "Late Payment and Failure to Pay" provisions of this agreement for further information. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment. We will provide you with a summary statement listing these deductions at the time of any payment to you from a settlement or judgment.

On the basis of our time, charges are as follows:

\$\_\_\_\_ per hour for the services of [name and position];

\$\_\_\_\_ per hour for the services of [name and position]; and

\$\_\_\_\_ per hour for the services of [name and position].

In consideration of our services, in matters in which the fee is based on time charges, we shall require a retainer of \$\_\_\_\_, of which the first \$\_\_\_\_ shall constitute our minimum fee for the services to be rendered. The retainer is to be applied to our time charges.

We have not and cannot provide you with an estimate of total cost to you because family law matters, by their very nature, have a way of becoming more complex and time-consuming. Due to the emotional involvement of the parties, it is impossible to predict the amount of time that will be required to bring this matter to resolution.

It can take years for family law matters to be resolved by either settlement or trial. Factors which determine the time required include: your spouse's candor and cooperation in disclosing information and producing documents, the need for evaluations of property, businesses and pensions, the need for interim applications to court, the number of documents involved, the degree of hostility between you and your spouse, the wait for an available court date, and the availability of your spouse's lawyer. This law firm may have little or no ability to assist you with an early resolution of your legal matters, depending upon the cause of the delay.

The court may order your adversary to pay part or all of your attorneys' fees and costs. Conversely, the court may order you to pay all or part of your adversary's attorneys' fees and costs. You will remain primarily liable for payment of the total fees and costs of [this law firm's] representation of you. Any amount of payment of your attorneys' fees and costs recovered from the adverse party will be credited to your account upon the law firm's receipt of such funds or refunded to you if we have been paid in full.

**Expenses:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**Late Payment and Failure to Pay:** If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation, all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.

**Responsibilities of Law Firm and Client:** We will provide only legal services, as previously described in the “Scope of Representation” and “Limited Scope of Representation” sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion, includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better able to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

**Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was

performed, the responsibility involved, as well as our experience, ability, reputation, and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

**Ethical Conduct:** This law firm cannot be required to engage in conduct that is illegal, unethical, or fraudulent. In matters involving minor children, this law firm may refuse to engage in conduct that, in our professional judgment and knowledge of the law, would be contrary to the best interests of your minor child or children. If this law firm cannot ethically abide your directions, we shall be allowed to withdraw from representation.

**Electronic Data Communication and Storage:** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

**File Retention and Destruction:** At the conclusion of this matter, we will retain your legal files for a period of \_\_\_\_ years after we close our file. At the expiration of the \_\_\_\_-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

**No Guarantee of Success:** It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, child support, maintenance, attorney fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

**Professional Liability Insurance:** *[Do not include unless required by jurisdiction; research applicable disclosure requirements and adapt the statement accordingly.]* Our law firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

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

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

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

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Engagement Agreement – Workers’ Compensation (Plaintiff)

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Scope of Representation:** We have been engaged to represent [name of client or clients] in connection with your workers’ compensation claim(s) against [name of defendant employer] arising out of an incident that occurred on [approximate date of injury/illness]. By signing this engagement agreement, you are authorizing this law firm to appear in any lawsuit which has been or may be filed in this matter and to enter into discussions toward settlement or compromise of the matter as we deem advisable. We will not agree to any settlement of your workers’ compensation matter without your knowledge and consent.

[Consider disclaiming by name representation of other people or entities and/or other matters related to your representation when there is a risk of confusion regarding whom you represent.] You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter, and a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

This engagement agreement covers legal representation only through trial and/or final judgment or settlement. It does not include appeals, post-judgment contempt or enforcement, modifications or post-trial proceedings. If after this representation terminates, you wish to have this law firm represent you on any post-judgment matters related to your workers’ compensation matter, and this law firm agrees to represent you on such a post-judgment matter(s), a new engagement agreement must be entered into between you and this law firm before the legal representation commences. Alternatively, if you wish to seek new counsel for any post-judgment matters and/or this law firm does not wish to represent you on any post-judgment matters, the law firm may provide you with referrals to other law firms that provide representation on such post-judgment matters. You will be solely responsible for payment of any other law firm’s legal fees and costs.

Additionally, the scope of our representation does not include advice or services regarding litigation or negotiation for settlement against any third parties that may be potentially liable to you for the injuries/illness that you suffered in connection with the workers' compensation claim described above. Similarly, the scope of our representation does not include advice or services regarding litigation or negotiation for settlement with respect to any employment law matters regarding any of your current or former employers. You should seek other counsel promptly in order to preserve your rights to pursue any judgment or settlement against any such third parties. This law firm may provide you with referrals to other law firms that provide representation in such third-party lawsuits. You will be solely responsible for securing other counsel and for payment of any other law firm's legal fees and costs.

**Fees and Billing Statements:** We will submit a bill to you every \_\_\_\_ days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all expenses and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" and "Late Payment and Failure to Pay" provisions of this agreement for further information. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment, and the remaining amount will be subject to our contingency fee, as described below.

We will provide you with a summary statement listing these deductions at the time of any payment to you from a settlement or judgment.

In return for representing you in your workers' compensation matter, you agree to pay this law firm \_\_\_\_% of any amount received from [defendant-employer]. [Review your jurisdiction's workers' compensation statute when enumerating the percentage that will comprise your legal fee. If the statute contains a fee schedule, consider attaching that portion of the statute to the engagement agreement.] If no recovery is made, you owe no legal fees but remain responsible for any costs and disbursements.

**Expenses:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**Late Payment and Failure to Pay:** If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.

**Responsibilities of Law Firm and Client:** We will provide only legal services, as previously described in the “Scope of Representation” and “Limited Scope of Representation” sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion, includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better able to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.



It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

**Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. If you terminate this representation prior to recovery of any funds, you will pay this law firm a reasonable fee, as determined by the Workers' Compensation Committee, from any subsequent recovery. [Review your jurisdiction's workers' compensation statute to determine if this language is applicable.] You will also be responsible for expenses and disbursements incurred on your behalf on this matter until written notice of termination is received by our firm.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

**Electronic Data Communication and Storage:** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

**File Retention and Destruction:** At the conclusion of this matter, we will retain your legal files for a period of \_\_\_\_ years after we close our file. At the expiration of the \_\_\_\_-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

**No Guarantee of Success:** It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorney fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

**Professional Liability Insurance:** *[Do not include unless required by jurisdiction; research applicable disclosure requirements and adapt the statement accordingly.]* Our law firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

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

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

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

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Engagement Agreement – Copyright

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Scope of Representation:** We have been engaged to represent [name of client or clients] in connection with the filing of your copyright application for \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

[describe copyright matter with specificity] As previously discussed \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

[describe copyright matter] appears to be eligible for copyright protection, and we must submit the following to the United States Copyright Office in support of your copyright application: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

[describe what must be filed, including, but not limited to, a completed application form and non-refundable filing fee]. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

[Consider disclaiming by name representation of other individuals or entities and/or other matters related to your representation to avoid confusion regarding whom you represent.] You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

**Fees and Billing Statements:** We will submit a bill to you every thirty days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not the Copyright Office approves your copyright application. Please see the “Expenses” and “Late Payment and Failure to Pay” provisions of this agreement for further information.

On the basis of our time, charges are as follows:

\$\_\_\_\_ per hour for the services of [name and position];

\$\_\_\_\_ per hour for the services of [name and position]; and

\$\_\_\_\_ per hour for the services of [name and position].

In consideration of our services, in matters in which the fee is based on time charges, we shall require a retainer of \$\_\_\_\_, of which the first \$\_\_\_\_ shall constitute our minimum fee for the services to be rendered. The retainer is to be applied to our time charges.

**Expenses:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**Late Payment and Failure to Pay:** If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation, all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.

**Responsibilities of Law Firm and Client:** We will provide only legal services, as previously described in the “Scope of Representation” and “Limited Scope of Representation” sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion, includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better able to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

**Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation, and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

**Electronic Data Communication and Storage:** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

**File Retention and Destruction:** At the conclusion of this matter, we will retain your legal files for a period of \_\_\_\_ years after we close our file. At the expiration of the \_\_\_\_-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

**No Guarantee of Success:** It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your copyright matter referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorneys fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees or results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

**Professional Liability Insurance:** *[Do not include unless required by jurisdiction; research applicable disclosure requirements and adapt the statement accordingly.]* Our law firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

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

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

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

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Engagement Agreement – Patent

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

Scope of Representation: We have been engaged to represent [name of client or clients] in connection with the preparation and prosecution of patents related to \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

[describe patent matter with specificity.] [Consider disclaiming by name representation of other individuals or entities and/or other matters related to your representation to avoid confusion regarding whom you represent.] You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

**Limited Scope of Representation for Maintenance Fees/Annuities:** In order to better serve our clients' interests and in accordance with our law firm's policy, we do not provide services for handling the monitoring or payment of maintenance fees on U.S. issued patents or foreign patent annuities. In an effort to ensure that your patent assets are maintained at the highest standards we strongly suggest that you retain a professional service firm to monitor and pay fees and annuities on your behalf with the United States Patent and Trademark Office and other patent offices throughout the world.

**Required Information and Cooperation:** As you may know, the United States implemented significant changes to the patent laws under the America Invents Act (the "Act"). As of March 16, 2013, this Act transformed the U.S. patent system from one that awarded patents to the "first to invent" to one that now awards patents to the "first to file."

Your cooperation is critical to obtaining the earliest filing date for your patent application(s) and you agree that you will promptly respond to our questions and requests for information. The United States Patent and Trademark Office requires a complete disclosure of the invention such that a person of ordinary skill can review the disclosure and, then, make and use the invention without any experimentation. Accordingly, we will need both a high level, as well as a more detailed, and specific, explanation of how the invention operates and how it is best implemented. A description of the problems that the invention solves and the inadequacy of existing systems in solving these problems also would be helpful. In addition, we ask that you please describe the previously unknown key features of your invention and explain why those features are not obvious in view of the existing technology and why those features are valuable.



Please also forward to us any drawings related to the invention, including any charts, system integrations, illustrations, etc. These will be extremely helpful in expediting the preparation and filing of your patent application.

We further ask that you please confirm that there has been no public disclosure of your invention. A patent is best filed before any public disclosure of the invention. In the United States, you have a one (1) year grace period from your initial public disclosure of your invention to file your patent application or your provisional patent application. Please note that certain international jurisdictions do not afford a grace period and any prior disclosure in the United States may foreclose the grant of patent protection in these countries.

**International Patent Counsel:** You may seek international patent protection based upon your United States Patent application by filing a single international application pursuant to the Patent Cooperation Treaty (the "PCT"). The PCT application does not itself result in the grant of a patent, but leads to a standard national application in each jurisdiction in which a patent is desired.

Prior to entry into this "national phase" of the international patent application process, you understand that separate counsel must be secured for each designated, national phase country. These international law firms will require that you execute a separate Power of Attorney that allows the firm to represent you in the specified country. You understand that by executing this Power of Attorney, you are creating an independent attorney client relationship with that firm.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

**Fees and Billing Statements:** We will submit a bill to you every thirty days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not the preparation and prosecution of the patent matter described above is successful. Please see the "Expenses" and "Late Payment and Failure to Pay" provisions of this agreement for further information.

On the basis of our time, charges are as follows:

\$\_\_\_\_ per hour for the services of [name and position];

\$\_\_\_\_ per hour for the services of [name and position]; and

\$\_\_\_\_ per hour for the services of [name and position].

In consideration of our services, in matters in which the fee is based on time charges, we shall require a retainer of \$\_\_\_\_, of which the first \$\_\_\_\_ shall constitute our minimum fee for the services to be rendered. The retainer is to be applied to our time charges.

**Expenses:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, prior art searches, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

Our firm will be required to pay various fees to the United States Patent and Trademark Office, [and foreign patent agencies and foreign patent intermediaries], in the course of procuring your patent. These fees may vary based upon the type of application we agree to file and results of the patent examination process. Typically, our firm will cover the costs of these fees which will then be itemized and billed to you directly. However, our firm reserves the right to request that you advance payment of these fees. Please note, that these fees do not include post-issuance maintenance fees for which our firm does not retain responsibility for payment as set forth in the above section titled: Limited Scope of Representation for Maintenance Fees/Annuities.

**Late Payment and Failure to Pay:** If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation, all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.

**Responsibilities of Law Firm and Client:** We will provide only legal services, as previously described in the “Scope of Representation” and “Limited Scope of Representation” sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion, includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better able to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

**Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation, and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

**Electronic Data Communication and Storage:** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

**File Retention and Destruction:** At the conclusion of this matter, we will retain your legal files for a period of \_\_\_\_ years after we close our file. At the expiration of the \_\_\_\_-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

**No Guarantee of Success:** It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your patent matter referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorney fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees or results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

**Professional Liability Insurance:** *[Do not include unless required by jurisdiction; research applicable disclosure requirements and adapt the statement accordingly.]* Our law firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

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

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

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

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Engagement Agreement – Trademark

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Scope of Representation:** We have been engaged to represent [name of client or clients] in connection with the preparation and prosecution of the following trademark \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

[describe trademark matter with specificity.] [Consider disclaiming by name representation of other individuals or entities and/or other matters related to your representation to avoid confusion regarding whom you represent.] You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

**Limited Scope of Representation for Maintenance Fees/Annuities:** In order to better serve our clients' interests and in accordance with our law firm's policy, we do not provide services for handling the monitoring or payment of maintenance fees on U.S. issued trademarks or foreign trademark annuities. In an effort to ensure that your trademark assets are maintained at the highest standards we strongly suggest that you retain a professional service firm to monitor and pay fees and annuities on your behalf to the United States Patent and Trademark Office and other patent offices throughout the world.

**Consent to Electronic Signatures:** In order to file and maintain your trademark applications and/or registrations with the Trademark Office, you will be required to electronically execute and return related documents to our offices. You understand that these documents will be forwarded to you by email and that your prompt response is necessary to obtain the earliest possible filing date for your trademark application(s) and/or to meet the necessary deadlines to maintain your trademark registrations.

You further understand that prior to filing your trademark application, we will need confirmation of the legal title of the owner, identification of associated goods and/or services, and the date of the first use of the mark, if any. Any errors in your trademark application regarding this information may jeopardize the validity of your trademark application or the resulting trademark application.

**International Trademark Counsel:** You have the option of seeking international trademark registrations, based upon your US application under the Paris Convention. You understand that it is critical to obtain the earliest possible foreign filing date. Please note that in many foreign jurisdictions, trademark rights are awarded to the first to file its application.

To obtain the benefit of your earlier U.S. filing date, you understand that you must identify and file your international application(s) within six (6) months of the filing date of your U.S. trademark application. You still may file international applications after this date, but you will not obtain the benefit of your earlier filing date. We will provide you with periodic reminders of these and all upcoming deadlines by email.

In addition, if you opt to pursue international trademark registrations, you understand that you will need separate international trademark counsel in these international jurisdictions. Before using any international trademark law firm, you must execute a separate Power of Attorney. You understand that by executing the separate Power of Attorney, you are creating an independent attorney-client relationship with the international trademark law firm, which is unrelated to the attorney-client relationship created by this Agreement.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

**Fees and Billing Statements:** We will submit a bill to you every thirty days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not the preparation, prosecution and maintenance of the trademark matter described above is successful. Please see the "Expenses" and "Late Payment and Failure to Pay" provisions of this agreement for further information.

On the basis of our time, charges are as follows:

\$\_\_\_\_ per hour for the services of [name and position];

\$\_\_\_\_ per hour for the services of [name and position]; and

\$\_\_\_\_ per hour for the services of [name and position].

In consideration of our services, in matters in which the fee is based on time charges, we shall require a retainer of \$\_\_\_\_, of which the first \$\_\_\_\_ shall constitute our minimum fee for the services to be rendered. The retainer is to be applied to our time charges.

**Expenses:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, trademark clearance searches, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide

to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

Our firm will be required to pay various fees to the United States Patent and Trademark Office, [and foreign trademark agencies and foreign trademark intermediaries], in the course of procuring your trademark. These fees may vary based upon the type of application we agree to file and results of the trademark examination process. Typically, our firm will cover the costs of these fees which will then be itemized and billed to you directly. However, our firm reserves the right to request that you advance payment of these fees. Please note, that these fees do not include post-issuance maintenance fees for which our firm does not retain responsibility for payment as set forth in the above section titled: Limited Scope of Representation for Maintenance Fees/Annuities.

**Late Payment and Failure to Pay:** If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation, all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.

**Responsibilities of Law Firm and Client:** We will provide only legal services, as previously described in the “Scope of Representation” and “Limited Scope of Representation” sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making



all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion, includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better able to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

**Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation, and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

**Electronic Data Communication and Storage:** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

**File Retention and Destruction:** At the conclusion of this matter, we will retain your legal files for a period of \_\_\_ years after we close our file. At the expiration of the \_\_\_-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

**No Guarantee of Success:** It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your trademark matter referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorneys fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees or results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

**Professional Liability Insurance:** *[Do not include unless required by jurisdiction; research applicable disclosure requirements and adapt the statement accordingly.]* Our law firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

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

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

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

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Engagement Agreement – Insurance Defense Counsel in Tripartite Relationships (Letter to Insured)

We are pleased that our law firm has been retained by [name of Insurance Company] (“Company Name”) to represent you in [list lawsuit caption or describe potential litigation matter]. Our representation is limited to the matter as described below in the Scope of Representation section. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Scope of Representation:** We have been retained by (Company Name) to represent you in \_\_\_\_\_

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[describe case or matter with specificity and list lawsuit caption if applicable]. We also represent (Company Name) in the defense of this matter insofar as (Company Name’s) interests are aligned with your interests in that defense. This means that we will share relevant information, including confidential information, which we obtain during the course of our representation of you with (Company Name) as we defend the matter. We do not represent you or your insurance company as it pertains to your insurance coverage. For example, if the insurance company informs you that it is reserving its rights with respect to the defense and/or payment of any judgment or settlement in connection with this matter, you must seek other counsel to represent you on this insurance coverage issue. Moreover, if we learn information during our representation of you that may have a negative impact on your coverage or your relationship with your insurance company, we will not share that information with your insurance company. We may, however, be required to withdraw from representing you at that time due to the resulting conflict of interest.

[If the Insurance Company controls the defense]: Your insurance policy gives your insurance company the right to control and direct the defense and the right to decide whether to offer or accept any settlement agreement. We will proceed with your representation at the direction of your insurance company, but you may share any of your thoughts or concerns about how the case is being handled with us. If at any time during the course of our representation you have a serious disagreement with how the case is being defended, you need to alert us about your disagreement immediately. As noted above, we cannot become involved in any coverage issues or disputes between you and your insurer, so, if a situation of such disagreement arises, we recommend that you contact independent counsel of your choosing to discuss your options.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. Although we are your defense counsel in this matter, we are unable to provide any legal advice or counsel to you or your insurer with regard to coverage issues or any other matters of dispute between you and your insurer. Our representation of you in this matter is specifically

limited to the claims alleged against you in the above-referenced litigation, including any additional amended claims as permitted by the court or adjudicative entity. As such, we are not able to provide you with advice regarding uncovered claims or damages that may exceed your insurance policy limits. In addition, if there are claims made against you that your insurance carrier advises are not covered under your policy(ies) of insurance, and your carrier assigned independent counsel to represent you in those claims, our firm will explicitly not represent you in those claims identified in the carrier's reservation of rights or denial of coverage letter(s). We urge you to consult with your personal attorney or other counsel regarding these issues. Finally, you should discuss with your insurance agent whether you may have other coverage or excess coverage available.

**Counterclaim and/or Cross-claim:** If you believe that you have suffered injuries or damages relating to the alleged facts that give rise to the [lawsuit or potential litigation matter] or if you have another claim of any kind that arises out of the [lawsuit or potential litigation matter], then you may have the right to bring a counterclaim or cross-claim, and, in fact, these claims may be mandatory under the applicable requirements. In some instances, these causes of action must be filed in response to the complaint or they may be waived or forfeited. There are also statutes of limitations applicable to these claims. If you wish to bring a counterclaim or cross-claim, please advise [name of attorney handling the matter] immediately and in writing. We will inform you as to whether we can and will accept the representation on the counterclaim. If you believe that your insurance company is obligated to pay for the prosecution of the counterclaim or cross-claim, you must speak directly to your claims representative. Otherwise, if we accept the representation on the counterclaim, you agree to pay us directly pursuant to the terms of this agreement.

**Fees and Billing Statements:**

*Select one of the following first two paragraphs. Either:* Your insurance policy requires that you make a deductible payment to the insurance company [or, alternatively, self-insured retention payments with a \$\_\_ limit to us] before the insurance company will pay for your defense costs. Once the deductible payment [or, alternatively, self-insured retention payments with a \$\_\_ limit to us] is made, we will commence our representation of you and bill the insurance company for your legal fees and expenses.

*Or*

Your insurance company has asked us to bill you directly until your deductible of [\$ amount] [or, alternatively, self-insured retention payments with a \$\_\_\_ limit] has been paid in full. Therefore, until the deductible [or, alternatively, self-insured retention payment limit] has been paid in full, we will submit a bill to you every \_\_\_ days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements. You agree to pay all expenses and costs up to the amount of your deductible, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" and "Late Payment and Failure to Pay" provisions of this agreement for further information.

Your insurance policy has a depleting policy limit of [\$ amount of policy limit], which means that if and when that amount is reached in defending this matter, the insurance company is not obligated to pay any funds beyond the policy limit. Accordingly, if and when that policy limit is reached, you will be responsible to pay for any subsequent legal fees and costs.

On the basis of our time, charges are as follows:

\$\_\_\_ per hour for the services of [name and position];

\$\_\_\_ per hour for the services of [name and position]; and

\$\_\_\_ per hour for the services of [name and position].

From time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. We will, of course, notify you of such adjustments.

I will handle this matter in conjunction with [name of associate or partner], who is a(n) [associate or partner] with the law firm. Other individuals may assist with the case from time to time or even assume the case as lead attorney. The use of junior lawyers, paralegals, and law clerks results in a direct savings to you, since they can more economically perform tasks which do not require the attention of a senior partner. If you have any questions or concerns regarding delegation of responsibilities and work between attorneys, please contact us to discuss these issues.

It is our policy to describe services performed in a detailed manner so that you may be able to understand fully the services and the charges. If there are any questions relating to the services or the charges, we will be pleased to discuss them with you at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, you agree to notify us in writing or email within 30 days of receiving our billing statement if you dispute any entry for legal services or charges on any billing statement. In the absence of any written objections thereto within 30 days of your receipt of a billing statement, you will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

In addition, if as a result of our engagement, we are required to produce documents or appear as a witness in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation, or dispute involving you or any related persons, you are responsible for costs and expenses reasonably incurred by us (including professional and staff time at then-scheduled hourly rates and reasonable attorneys' fees and costs incurred by us).

**Expenses:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expenses in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items incurred on your behalf will be itemized separately and listed on our billing statements as “costs.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense costs may not be current at the time of final billing. Remaining costs, if any, will be billed at a later date.

**Late Payment and Failure to Pay:** If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and costs that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

**Responsibilities of Law Firm and Client:** We will provide only legal services, as previously described in the “Scope of Representation” and “Limited Scope of Representation” sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion, includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.

We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better able to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

**Termination:** You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. If you are considering termination of this representation or you terminate this representation without the consent of the insurance company, you should consult with independent counsel about the consequences of termination under the insurance contract.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all expenses or costs incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

**Electronic Data Communication and Storage:** In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

**File Retention and Destruction:** At the conclusion of this matter, we will retain your legal files for a period of \_\_\_ years after we close our file. At the expiration of the \_\_\_-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.



**No Guarantee of Success:** It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorneys fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees or results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

**Professional Liability Insurance:** *[Do not include unless required by jurisdiction; research applicable disclosure requirements]* Our law firm maintains errors and omissions claims-made insurance coverage at this time.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm along with the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

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

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

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Engagement Agreement – Preemptive Client Consent for Sole Practitioners

**Preemptive Client Consent—For Sole Practitioners Only:** In the event that I, [name of sole practitioner], die, suffer a serious disability, incapacitation, disappear or otherwise cannot attend to my client matters, attorney [name of attorney who has agreed to perform this function for the above-named sole practitioner] may review your client file for the limited purpose of contacting you to inquire about where you prefer the file to be transferred or otherwise handled. [Name of attorney] will be acting as co-counsel on your matter only in the event of my death, serious disability, or disappearance, and his/her limited review of your file is not intended to waive the attorney-client privilege or client confidentiality connected to this representation.

This sample client consent form is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample client consent form to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar consent forms in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Awaiting Further Action Letter – Document Review

DATE

ADDRESS OF POTENTIAL CLIENT

Re: Potential engagement of law firm

Dear Mr./Ms. Potential Client:

This letter is being sent to confirm that this firm has consulted with you about representing you regarding [insert subject] matter on [insert date].

At this time, you have not engaged our firm and we are not representing you in this matter. We will not be representing you unless and until you advise us that you wish to proceed, you send us [insert documents needed to begin representation], and you provide us with time to review those documents and decide whether or not to accept the representation. In addition, you must provide us with \$\_\_\_\_\_ as a retainer fee before we will agree to represent you and begin to work on your matter.

If and when we receive the retainer fee, we will hold the funds in a lawyer's trust account and provide you with an engagement agreement, which will further specify the scope and circumstances of our representation. If the above conditions are met, you will also be responsible for paying fees, expenses and disbursements in excess of the funds that we hold.

Please note that time limits may apply to any claim you may have against third parties. If you wish to proceed with your claim, it is important to act *immediately*. Failure to do so may bar your claim based upon time limits established by statutory law, court rules or case law. If your claim is barred based upon time limits, you will not be able to pursue any action to recover damages or other relief. Because we are not representing you, we have not researched and have not advised you regarding the application of time limits to any claims you may have.

If we do not receive your request to represent you along with the above requested documents and retainer fee within 30 days of the date of this letter, we will assume that you do not wish to proceed and we will close our file.

If you have any questions, please feel free to contact me.

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

Certified Mail

Return Receipt Requested

This sample awaiting further action letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample awaiting further action letter to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Awaiting Further Action Letter – Retainer Fee

DATE

ADDRESS OF POTENTIAL CLIENT

Re: Potential engagement of law firm

Dear Mr./Ms. Potential Client:

This letter is being sent to confirm that this firm has consulted with you about representing you in the [insert subject] matter. Our firm requires payment of \$\_\_\_\_\_ as a retainer fee before we will agree to represent you and begin to work on your matter. **We do not represent you in your legal matter at this time and will not represent you in the future until our office has received the \$\_\_\_\_\_ retainer fee and you have executed the related engagement agreement we will prepare for your signature.**

When we receive the funds for your retainer fee, we will hold them in a lawyer's trust account and provide you with an engagement agreement which will further specify the scope and circumstances of our representation, and which you will be required to sign. If these conditions are met and we undertake your representation, you will also be responsible for paying all legal fees, expenses and disbursements incurred in excess of the retainer fee that we hold.

Please note that time limits may apply to any claim you may have against third parties. If you wish to proceed with your claim, it is important to act *immediately*. Failure to do so may bar your claim based upon time limits established by statutory law, court rules or case law. If your claim is barred based upon time limits, you will not be able to pursue any action to recover damages or other relief. Because we are not representing you, we have not researched and have not advised you regarding the application of time limits to any claims you may have.

At this time, we will do nothing further until we hear from you. We will be pleased to provide representation upon receipt of the retainer fee and execution of the engagement agreement.

If you have any questions, please feel free to contact me.

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

Certified Mail

Return Receipt Requested

This sample awaiting further action letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample awaiting further action letter to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Non-Engagement/Declination Letter

DATE

ADDRESS OF NONCLIENT

Re: Non-engagement of law firm

Dear Mr./Ms. Non-client:

This letter is being sent to confirm that this firm will not represent you in the [insert subject] matter. We have not investigated your case and are expressing no opinion as to its merits or the likelihood of whether you would prevail. Rather, we have decided to decline the representation. Enclosed with this letter are the documents that you provided to us. [List Documents.] [Alternatively, *you did not provide us with any documents when we met with you to discuss your case.*]

We strongly recommend that you consult with another attorney about this matter without delay to ensure that your rights will not be lost or jeopardized. Please note that time limits may apply to any claim you may have against third parties. If you wish to proceed with your claim, it is important to act **immediately**. Failure to do so may bar your claim based upon time limits established by statutory law, court rules or case law. If your claim is barred based upon time limits, you will not be able to pursue any action to recover damages or other relief. Because we are not representing you, we have not researched and have not advised you regarding the application of time limits to any claims you may have.

Again, we will not be representing you in this matter and will not be taking action on your behalf. Thank you for your consideration of our firm.

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

Certified Mail

Return Receipt Requested

This sample declination letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample declination letter to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Conflict of Interest Waiver – Unrelated Matters, Waiver Letter to Current Client Being Represented

Dear Client ABC:

This waiver letter confirms that you have asked us to represent you with respect to [describe matter] adverse to [XYZ]. As you are aware from our previous discussion, our law firm currently represents [XYZ] with respect to [describe matter(s)]. The factual and legal issues likely to arise in the work that you have asked us to perform appear to be unrelated to the work we are presently performing or appear likely to perform for [XYZ]. However, since [XYZ] is a current client of ours, any work that we perform for you that is adverse to [XYZ] will create a conflict of interest. You acknowledge that we have informed you of our representation of [XYZ] and you have agreed to waive this conflict of interest. It is also our understanding that [XYZ] has agreed to waive this conflict of interest.

In deciding whether or not to consent, you should consider how our representation of [XYZ] as described above could or may affect you. For example, clients that are asked to waive or consent to conflicts should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information or other proprietary matters will be used adversely to them due to the conflict.

Please be aware that the Rules of Professional Conduct require that we represent all of our clients with diligence and that we protect and maintain their confidences. Accordingly, we will not disclose or use any information that we may have acquired about [XYZ] in our representation of [XYZ] to you. Similarly, we will not disclose to [XYZ] any confidential information that we acquire about you as a result of our representation of you. The conflict waiver merely allows us to represent you in this matter. We do not believe that our obligations of loyalty and confidentiality to [XYZ] will impair our ability to represent you in this matter.

Although we are asking you to waive this conflict of interest so that we can represent you in this matter, you are not obligated to do so. We are pleased to answer any further questions that you may have about this matter. Although you are not required to do so, we recommend that you seek the advice of a lawyer outside of our firm if you have any questions or concerns about whether you should sign this conflict waiver.

Please respond to this request by either signing and returning this waiver letter or informing us that you decline to waive this conflict of interest. As we cannot continue to represent you unless you agree to waive the conflict, if we do not receive your response by [date] we will contact you regarding our withdrawal from this representation.

ACKNOWLEDGED AND AGREED TO:

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

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

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

This sample waiver letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample waiver letter to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar waiver letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Conflict of Interest Waiver – Unrelated Matters, Waiver Letter to Current Client Being Opposed

Dear Client XYZ:

This waiver letter confirms our law firm's previous discussion with you on [Insert Date] about [ABC's] request to have us represent it in connection with [describe matter] against you. As you are aware, this firm also represents you with respect to [describe matter(s)]. The factual and legal issues likely to arise in the work that you have asked us to do appear to be unrelated to the work that we have been asked to or appear likely to perform for [ABC]. However, since you are a current client of ours, any work that we perform for [ABC] that would be adverse to you would create a conflict of interest. You acknowledge that we have informed you of [ABC's] request to represent [ABC] in the [describe matter] and you have agreed to waive the conflict of interest associated with this representation. It is also our understanding that [ABC] has agreed to waive this conflict of interest.

In deciding whether or not to consent, you should consider how our representation of [ABC] as described above could or might affect you. For example, clients that are asked to waive or consent to conflicts typically should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidences or secrets will be used adversely to them due to the conflict.

Please be aware that the Rules of Professional Conduct require that we represent all of our clients with diligence and that we protect and maintain the confidences of our clients. Accordingly, we will not disclose or use any information that we may have acquired about you in our representation of you to [ABC]. Similarly, we will not disclose to you any confidential information that we acquire about [ABC] as a result of our representation of [ABC]. The conflict waiver merely allows us to represent [ABC] in this new matter. We do not believe that our obligations of loyalty and confidentiality to [ABC] in this new matter will impair our ability to represent you in other matters.

Although we are asking you to waive this conflict of interest to allow our firm to represent [ABC] in this new matter, you are not obligated to do so. We are pleased to answer any further questions that you may have about this matter. Although you are not required to do so, we urge you to seek the advice of a lawyer outside of our firm if you have any questions or concerns about whether you should sign this conflict waiver. Please respond to this request by [date] by either signing and returning this waiver letter or informing us that you decline to waive this conflict of interest.

ACKNOWLEDGED AND AGREED TO:

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

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

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

This sample waiver letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the form to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar waiver letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Conflict of Interest Waiver – Waiver Letter to Former Client

Dear [Former Client]:

This waiver letter confirms our law firm’s discussion with you on [date] about our prior representation of you in [describe previous transaction]. As you are aware from our conversation, we are now representing [current client] in [describe current transaction], which is substantially related to our prior representation of you. As our former client, we have a duty of confidentiality and loyalty to you in connection with those matters in which we represented you. Since [current client] has asked us to represent him/her in [describe current transaction], their interests are adverse to yours in a matter that is substantially related to our prior representation of you. This creates a conflict of interest. You acknowledge that we have informed you of our representation of [current client] in [describe current transaction], and you have agreed to waive this conflict of interest.

We do not believe that any information that we may have acquired in our past representation of you poses a substantial risk to you now as a result of our representation of [current client], but you should consider this issue. Under the Rules of Professional Conduct applicable to our firm, we are prohibited from disclosing to [current client] any information about you that we learned as a result of our prior representation of you without your informed consent. We will not disclose such information without your informed consent nor will we use such information in our representation of [current client] in this matter. The conflict waiver merely allows us to represent [current client] in this matter.

We cannot provide you with legal advice with respect to this matter or this waiver, and, although you are not required to do so, we recommend that you seek the advice of a lawyer outside of our firm if you have any questions about whether you should sign this conflict waiver.

Although we are asking you to waive this conflict of interest to allow our firm to represent [current client] in this matter, you are not obligated to do so. We are pleased to answer any further procedural questions that you may have about this waiver process. Please respond to this request by [date] by either signing and returning this waiver letter or informing us that you decline to waive this conflict of interest.

ACKNOWLEDGED AND AGREED TO:

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

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

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

This sample conflict of interest waiver is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample conflict of interest waiver to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar waivers in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.



## Sample Conflict of Interest Waiver – Waiver Letter to Current Client

Dear [Current Client]:

This waiver letter confirms our law firm’s discussion with you on [date] about our prior representation of [former client] and our current representation of you in connection with [describe current transaction]. As you are aware from our conversation, we represented [former client] in [describe former transaction]. As our former client, we have a duty of confidentiality and loyalty to [former client] in connection with those matters in which we represented them. Because you have asked us to represent you in [describe current transaction], this representation is adverse to our former client and is substantially related to our prior representation of them. This creates a conflict of interest. You acknowledge that we have informed you of our prior representation of [former client], and you have agreed to waive this conflict of interest.

Under the Rules of Professional Conduct applicable to our firm, we are prohibited from disclosing to you any confidential information about [former client] that might be relevant and useful in our representation of you. We do not believe that our obligations of confidentiality to [former client] will impair our ability to represent you in this matter. The conflict waiver merely allows us to represent you in this matter.

Although we are asking you to waive this conflict of interest to allow our firm to represent you in this matter, you are not obligated to do so. We are pleased to answer any further questions that you may have about this matter. Although you are not required to do so, we recommend that you seek the advice of a lawyer outside of our firm if you have any questions or concerns about whether or not you should sign this conflict waiver.

Please respond to this request by either signing and returning this waiver letter or informing us that you decline to waive this conflict of interest. As we cannot continue to represent you unless you agree to waive the conflict, if we do not receive your response by [date] we will contact you regarding our withdrawal from this representation. Thank you.

ACKNOWLEDGED AND AGREED TO:

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

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

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

This sample conflict of interest waiver is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample conflict of interest waiver to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar waivers in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.

## Sample Closing Matter/Disengagement Letter

DATE

ADDRESS OF CLIENT

Re: End of Representation in Case/Matter # \_\_\_\_\_

**Via Certified Mail**

**Return Receipt Requested**

Dear Mr./Ms. Client:

Thank you again for selecting our firm to represent you with respect to case/matter # \_\_\_\_\_.

This letter is being sent to confirm that case/matter # \_\_\_\_\_ is now concluded and we will be closing our file, as our representation of you has terminated. Enclosed with this letter are our final invoice and any original documents related to your case/matter that we have not previously returned to you, as listed in the appendix. [Alternatively, we have previously returned to you all original documents related to your case/matter.] In accordance with our firm's document retention policy, we will retain your legal file for \_\_\_\_ years from this date. At the expiration of this period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

In the event that you need legal representation in the future, I hope that you will consider engaging our law firm again. Thank you for allowing us to represent you in this matter.

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

Enclosures

This sample closing matter/disengagement letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample closing matter/disengagement letter to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2014 CNA. All rights reserved.



**For more information, please call us at 866-262-0540 or email us at [lawyersrisk@cna.com](mailto:lawyersrisk@cna.com).**

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