## ENGAGEMENT LETTER

**(Sample – Modify as appropriate)**

Re: *[Subject]*

Dear *[Name]*:

The purpose of this letter is to confirm, based on our conversation of *[date]*, that *[firm name]* will represent you in *[describe matter]*. We will provide the following services: *[list services to be provided]*.

Attached for your use is information on our billing and reporting procedures. Our fee is *[dollar amount]* per hour for services performed by lawyers of this firm and *[dollar amount]* per hour for services performed by our nonlawyer staff. You will also be billed for expenses and costs incurred on your behalf.

Our expectations of you are: *[list any expectations concerning payment of bills, responses to requests for information, etc.]*.

 This firm has not been engaged to provide the following services: *[list services that are outside the scope of the representation]*.

I estimate that fees and expenses in this case will be *[provide a realistic, worst-case estimate of fees and expenses]*. Please keep in mind that this is only an estimate and that, depending on the time required and the complexity of the action, actual fees and expenses may exceed this estimate. You will be billed for actual fees and expenses.

 It is very difficult to accurately predict how long it will take to conclude your case. Generally, these cases take *[provide a realistic, worst-case estimate of time to be spent on the case]*. This is only an estimate, and the actual time required to conclude this matter may be greater than expected.

I have enclosed a copy of the initial interview form. If any of the information on this form is incorrect, please notify *[primary contact]* immediately. If you have any questions about this information, please call *[primary contact]*.

My goal is to provide you with conscientious, competent, and diligent legal services. However, I cannot achieve this goal without your cooperation. This includes keeping appointments, appearing for depositions, producing documents, attending scheduled court appearances, and making payments as required. It is also important that you promptly notify me of any change of address or telephone number so I will always be able to reach you. In addition, I may suggest that we consult with another attorney about issues in your case. Before I do this, I will discuss the issue with you and ask you to decide whether you want to retain the attorney as a consulting attorney on the case.

**I also want to protect your interests in the event of my unexpected death, disability, impairment, or incapacity. To accomplish this, I have arranged with another attorney to assist with closing my practice in the event of my death, disability, impairment, or incapacity. In such event, my office staff or the assisting attorney will contact you and provide you with information about how to proceed.**

I will send you pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. I will also keep the information in a file in my office. The file in my office will be my file. Please bring your file to all our meetings so that we both have all the necessary information available to us. When I have completed all the legal work necessary for your case, I will close my file and return original documents to you. I will then store the file for approximately \_\_\_\_ years. I will destroy the file after that period of time unless you instruct me in writing now to keep it longer.

If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing this letter. Otherwise, please sign the letter and return it to me. I have included a copy of this letter for your file. On behalf of the firm, we appreciate the opportunity to represent you in this matter. If you have any questions, please feel free to call.

Very truly yours,

*[Attorney]*

*[Firm]*

I have read this letter and consent to it.

[Client] [Date]

Enclosures

*[NOTE: This is a sample form only. Use of this letter will help to establish clear expectations and avoid misunderstandings between you and your client. It will not, however, provide absolute protection against a malpractice action.]*

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