## RETAINER AGREEMENT

**(Sample – Modify as appropriate)**

THIS RETAINER AGREEMENT (“Agreement”) is made this day of , , between [*Name of Client*], hereinafter referred to as “Client,” and [*Name of Attorney(s)*], Attorney at Law, hereinafter referred to as “Attorney”:

1. Client agrees to employ Attorney for representation in a legal matter in connection with [describe].
2. Attorney has consented to accept such employment and agrees to render the services required of [him/her] as Attorney by this Agreement on the terms and conditions herein stated. Client agrees to cooperate fully with Attorney and others working on Client’s case by keeping appointments, appearing for depositions, producing documents, attending scheduled court appearances, and making all payments. Client also agrees to keep Attorney informed of any change of address or telephone number within five (5) days of the change.
3. The fee for legal services on behalf of Client shall be Client’s sole responsibility and shall be billed at the rate of [dollar amount] per hour, plus any expenses and costs incurred on Client’s behalf.
4. Client will deposit with Attorney the sum of [dollar amount] to be held by Attorney in [his/her] trust account. Attorney will not commence representation of Client until such funds are received. Attorney will provide Client with a monthly statement of fees, costs, and expenses. Upon mailing the monthly statement to Client, Attorney will apply the retainer to fees earned, costs, and expenses incurred on Client’s behalf. Client is responsible for paying all fees, costs, and expenses in excess of the retainer held in trust.
5. Attorney reserves the right to withdraw from further representation of Client at any time on reasonable written notice to Client at Client’s last known mailing address. If Attorney withdraws, Attorney shall refund to Client any part of the retainer that Attorney has not earned.
6. **Attorney may appoint another attorney to assist with the closure of Attorney’s law office in the event of Attorney’s death, disability, impairment, or incapacity. In such event, Client agrees that the assisting attorney can review Client’s file to protect Client’s rights and can assist with the closure of Attorney’s law office.**
7. Attorney will send Client information and correspondence throughout the case. These copies will be Client’s file copies. Attorney will also keep the information in Attorney’s file. When Attorney has completed all the legal work necessary for Client’s case, Attorney will close Attorney’s file and return original documents to Client. Attorney will then store the file for approximately years. Attorney will destroy the file after that period of time.
8. Client acknowledges reading a copy of this Agreement and consents to its terms.

*[Attorney] [Date]*

*[Client] [Date]*

*[NOTE: This is a sample form only. Use of this agreement 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.]*