LEGAL RETAINER AGREEMENT

This Retainer Agreement is entered into on _____, 20_____ between _____ (the "Client"), an ☐ individual ☐ entity whose primary address is _____ [Address], and _____ (the "Attorney"), an ☐ individual ☐ entity whose primary address is _____ [Address].

BACKGROUND

The Client is securing Attorney's legal services for _____ [Legal matter description]. The Attorney agrees to provide services to the Client according to the terms of this Agreement.

AGREEMENT

1. Scope of Services. The Attorney shall provide the following legal services and representation to the Client:

_____

_____

The full scope of services is described in Exhibit A attached to the Agreement. (Optional)

2. Fees. The Client will pay the Attorney a ☐ refundable ☐ nonrefundable retainer fee of $_____. The retainer fee will reflect: (Check one):

☐ <u>Attorney's Rate.</u> Attorney's rate of $_____ ☐ per hour ☐ per week ☐ per month ☐ other: _____, ☐ including ☐ excluding expenses, and applied as follows:

_____

_____.

☐ <u>Flat Rate.</u> A flat rate, ☐ including ☐ excluding expenses.

The Attorney will submit an invoice for payment within _____ days upon execution of this Agreement. The Client will pay the invoice upon receipt within _____ days.

3. Replenishment of Retainer. (INITIAL if you want to include this clause. CROSS OUT if you do not.)

Due to the nature of this relationship, additional funds may be required to fully or continually provide the contracted service(s).

(Check one)

☐ <u>Depleted.</u> Once the initial retainer has been depleted.

☐ Reduced to a certain threshold. Once the initial retainer has been deducted upon funds reaching a specific amount of $_____.

(Check one)

☐ Replenished by the Attorney. Attorney may replenish the funds ☐ automatically without Client's consent ☐ only after Client's written consent.

☐ Replenished by the Client. Attorney will notify Client and Client will remit payment manually.

Any funds replenished by the Attorney will be drafted from the authorized payment source on file.

4. Term and Termination. The Attorney's engagement with the Client under this Agreement will be ☐ effective on the date hereof ☐ will commence on _____, 20_____.

Termination (Check one)

☐ After all of the Services are completed. The Parties agree and acknowledge that this Agreement and the Attorney's engagement with the Client under this Agreement shall terminate upon the completion by the Attorney of the Services.

☐ After a fixed period of time. The Parties agree and acknowledge that this Agreement and the Attorney's engagement with Client under this Agreement shall terminate after _____ [Period of time].

☐ On a specific date. The Parties agree and acknowledge that this Agreement and the Attorney's engagement with the Client under this Agreement shall terminate on _____, 20_____.

☐ At-Will. The Attorney acknowledges and agrees that the engagement with Client is at will, subject to being terminated at the discretion of Client at any time, ☐ without prior notice ☐ upon _____ days prior written notice to Attorney. In addition, this Agreement may be terminated by the Attorney upon _____ days prior written notice to the Client.

5. Confidentiality. As required by law and the Rules of Professional Conduct, the Attorney will maintain the confidentiality of all information obtained while working for the Client. All work done by the Attorney for the Client is work for hire and all rights belong to the Client. Upon completion of the services, the Attorney will return all files to the Client, or the Client may opt to have the Attorney shred all documents.

6. Governing Law. The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of _____, without regarding its conflicts of law provisions.

7. Disputes. Any dispute arising from this Agreement shall be resolved through: (Check one) ☐ Court litigation. Disputes shall be resolved in the courts of the State of _____. ☐ If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal. ☐ Binding arbitration. Binding arbitration shall be conducted in

accordance with the rules of the American Arbitration Association. ☐ Mediation. ☐ Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

8. Severability. If a court finds any part of this Agreement to be invalid under the laws of the State of _____, it will not affect the validity of the other provisions and parts. The remaining sections will remain enforceable as if the invalidated part was not included in the Agreement.

9. Entire Agreement. This Agreement encompasses the entire agreement between the Client and Attorney. It voids all previous discussions, arrangements, and agreements between the parties. Modification of this Agreement is only valid if completed in writing and signed by both parties.

The following signatures attest to the execution of this Agreement as of the date listed above.

Attorney Signature

Attorney Name

Attorney
Name

Attorney Representative
Signature

Attorney Representative
Name and Title

Client Signature

Client Name

Client
Name

Client Representative
Signature

Client Representative
Name and Title