

## **Limited Scope Retainer: wording for inclusion in a Fee Agreement**

**[CLIENT NAME(S)]** hires **[NAME/LAW FIRM]** to pursue claims he and/or she may have in connection with [*insert description of representation of what you specifically anticipate doing, including when the representation starts and when the representation concludes (e.g. decree is entered). Also indicate what is not included in this fee agreement, (e.g. appeal, mistrial, quadro and if further representation is needed; after that a separate fee agreement will be drafted).*]

You are agreeing that the scope of this representation is limited as follows:

Notwithstanding anything to the contrary in this agreement, this representation is terminated when the services listed in this document have been completed, and you will not expect any further services to be performed, including document-drafting, giving legal advice, or court appearances, unless you sign a new fee agreement with this firm.

Unless the opposing party or attorney knows of this firm's representation, you are considered to be unrepresented; you will be expected to communicate with the opposing party or attorney as though you do not have a lawyer representing you.

### **OR**

We will inform the opposing party or attorney of the limited scope representation, and we will instruct them as to when they may communicate directly with you. These instructions will include which of us to contact concerning specific matters, to whom and where they should send pleadings, correspondence and other notices, and whether you have authorized us to accept service on your behalf.

If this matter involves litigation, we will notify the Court that we have agreed to provide you with limited scope representation, specifying the matters, hearings or issues on which we will represent you. When we have completed the representation, we will withdraw from the action with your consent, and we will surrender all documents and property to which you are entitled, and all documents reflecting work done for you. We will provide your contact information, including your address, telephone number, and e-mail address to the Court and the other parties.

You agree not to unreasonably withhold your consent to our withdrawal or make it subject to any conditions.

At the end of the representation, we anticipate that the status of the matter will be as follows:

We will inform you of any outstanding deadlines at that time. Unless you get another lawyer to represent you, you will be responsible for representing yourself. This includes

communicating with the opposing attorney, but if the party is unrepresented, then with the party directly. This also includes appearing at all court hearings and filing whatever documents are appropriate within the timeframes specified by statute, order or rule, and sending copies to the opposing party or their lawyer.