

RETAINER AGREEMENT

DATE:
TO:
SUBJECT:

Please read this agreement carefully as it will form the contract between us for legal services. This agreement is detailed to avoid misunderstanding. We want to clarify our relationship so both you and your lawyer can focus on a speedy and fair resolution of your legal problem.

1. FEES

To provide the best possible level of service to you, other lawyers or staff at our firm may assist me with your file on occasion. Current rates are outlined in the attached rate schedule.

Our hourly rates are applied to all time spent working on your file, including all telephone calls, waiting time (in court and elsewhere) and travel time (local and out of town).

We keep you informed about the status of your account via periodic bills and discussions with you. We try to estimate what your total costs will be but **we cannot give you a fixed quote of total cost.** Total costs depend on many factors including number of court appearances, the co-operation of the opposing party and counsel, the amount of "legwork" you do on your file, and court or client imposed deadlines. Additionally, our opinion and advice about your case and the cost to resolve it may vary as new facts emerge and/or your circumstances change.

We try to return your telephone calls and respond to questions promptly. When we are unavailable (usually because of court appearances) or you have a general inquiry, we encourage you to speak to our assistants. We train our staff to deal with routine administrative issues and you can minimize your legal fees by first directing questions to our assistants, who can determine if you must speak with a lawyer. They cannot and will not give you legal advice. Do not ask them to do so. Where your lawyer is unavailable and the assistant determines that your inquiry is urgent, you will be referred to another available lawyer in the firm, and billed at that lawyer's hourly rate.

Our fees are reviewed annually and are subject to change. We reserve the right to retain professionals, experts, or independent contractors to assist us in providing legal services to you, and to bill you for their services or require advance payment for their services.

2. EMERGENCY RATES

We make every effort to accommodate clients' needs within a reasonable time frame during normal business hours. However, in some cases the file may have to be handled on an emergency basis due to your request or a court imposed deadline. In emergencies where we must reschedule work for other clients, work outside of normal business hours and/or work exclusively on your file, we bill at the emergency rates outlined in the attached rate schedule. We discuss emergency work with you before applying these rates.

3. DISBURSEMENTS (EXPENSES)

In addition to our hourly rates, we bill for any expenses (plus HST tax where applicable) we pay on your behalf including, **but not limited to** the items listed in the attached rate schedule.

If your case requires a substantial disbursement (i.e., costs of experts' reports or discovery transcripts) we ask you to provide us with sufficient funds to pay these expenses direct to the billing party. Not all cases require this type of expense.

4. BILLING POLICIES

On our invoices 6 minutes equals .1 of an hour. We multiply time spent by our hourly rate to calculate the fee (i.e., .5 (30 minutes) x \$225.00 = \$112.50). There is a minimum charge of .1 for each service rendered if that service takes 6 minutes or less. We invoice you periodically (usually monthly or when a particular part of the file has been brought to a conclusion).

We deduct the amount of each invoice from your trust account balance as soon as the account is prepared. This helps you monitor legal expenses and anticipate when we will need additional retainers. If we do not hear from you within 15 days from the date an invoice is mailed to you, we assume you agree with the amount of the invoice.

Interest on any account which remains unpaid after 30 days is charged at the rate of 2% monthly on the outstanding principal balance.

When we receive funds for you from any recovery you may obtain (i.e. judgment, settlement funds, proceeds from collection of a judgment) any amounts you currently owe us are deducted from the funds before paying the balance to you. **Your signature on this agreement authorizes your lawyer to apply any cheques or drafts payable to you for amounts recovered in this matter and to deposit the same in trust to apply to outstanding accounts owing to.**

A Court award of legal costs to you does not relieve you of the responsibility to pay accounts owing to our firm. Because you pay our invoices directly, any legal costs awarded are your funds, subject only to the above paragraph.

5. RETAINERS

After our final bill is paid, any balance left in your trust account is refunded to you.

We request retainers and charge interest on overdue accounts from our clients for three reasons:

- (a)** We want to focus our energies on resolving your legal problems rather than collecting past due accounts;
- (b)** Once we invoice a client, we must pay the HST on the invoice quarterly even if we have not received payment from you;
- (c)** We will not withdraw so close to a court appearance that you cannot obtain and prepare a new lawyer to adequately represent you. Therefore, before a court appearance is scheduled we require you to pay all outstanding accounts and a further retainer for the estimated fees and expenses of preparing for and completing the court appearance. We will give you a deadline date by which the further retainer must be paid and will withdraw from the Court record as your counsel if this deadline cannot be met.

6. RETAINERS FOR YOUR FILE

We require an initial retainer of [\$_____]. If your file is still active and your initial retainer has been reduced to a balance of [\$_____] we may require you to replenish your trust account to the original retainer amount or such other amounts as we mutually agree upon. Additional amounts required depend on the status of your file (i.e., is a court action pending, is the work almost completed, etc.). We may terminate work as noted in paragraph 11, but you must inform us in writing if you do not want further work done on your file.

7. SPECIAL ARRANGEMENTS

In limited circumstances we may vary some terms of this agreement but such departures are only binding on [*insert law firm name here*] when in writing. Waiving any part of this agreement does not change any of the other terms unless confirmed in writing to you.

8. SERVICES COVERED BY THIS RETAINER

We explain the laws that apply to your situation, advise of available options and attendant risks, notify you promptly of any significant developments in your file and ask for your instructions before committing you to significant decisions. To help you make informed decisions, we send you copies of all pertinent written materials sent or received by us and bill you for the copying costs.

This agreement provides for services required to finalize your matter (either through negotiation or court appearance), our final report to you on the completed work and the necessary work to close the file. **No absolute guarantee of the outcome of any negotiations or court action can be given by me or the firm.**

This agreement **does not** cover the work required to appeal a court decision or collect a judgment awarded to you. Where enforcement of a judgment or an appeal is necessary, we will negotiate a new retainer agreement with you.

9. QUESTIONS ABOUT OUR WORK

If you are concerned about our handling of your file, please speak to us. Open communication is essential to our solicitor/client relationship. At any time, if you want a second opinion, we encourage you to get one. Please feel free to raise this with us - we will not be offended. Once arrangements have been made to pay your account, we will provide another lawyer with all necessary information so you can get a second opinion.

10. CONFIDENTIALITY

Without your authorization to release information, except where we are required to release information by law or by our insurers or to collect a debt, all information relating to this matter is held in strictest confidence. Notwithstanding our diligence, we cannot guarantee the security of communications via the internet, or via cellular communication. In the event you wish to communicate with our office via email or cellular communications your signature on the within agreement constitutes your consent to exchange information electronically. Where necessary to provide legal services to you, we may consult with other professionals or experts. By signing this agreement, you consent to our discussion of your file with others as we deem appropriate.

11. TERMINATION OF LEGAL SERVICES

At all times you have the right to terminate our services in writing.

At all times we have the right to terminate our services and to apply to be removed from the court record as your solicitors (subject only to the Court's direction), if:

- (a) You fail to cooperate with our reasonable requests;
- (b) Our continuing to act would amount to unethical practice or would be impractical;
- (c) We determine your position lacks sufficient legal merit to bring it to Court and you insist on proceeding to Court;
- (d) You fail to honour this agreement;
- (e) You fail to keep us informed of your current whereabouts, including a telephone number where you can be reached;
- (f) You fail to appear on reasonable notice for appointments necessary to prepare your case for court, discovery examinations or court appearances.

If we discontinue acting for you, you agree to pay for the fees and expenses due up to and including the date of termination, plus all applicable HST.

Where you fail to keep us informed of your address, your signature on this agreement is a consent to us serving any notices of termination (or other necessary correspondence or documents) upon you at your last shown address, which notice shall be deemed to have been received by you fifteen days after the date of mailing.

12. SOLICITOR'S LIEN AND COLLECTION COSTS

We make reasonable efforts to deal directly with you before taking legal action to collect outstanding accounts. If we must take legal action (including taxation of our account before a taxing master), we add the collection costs outlined in the attached rate scheduled to your outstanding account and we may use personal information collected about you to collect a debt.

In the event your account goes to collection, prior courtesy discounts, if any, on fees or disbursements will be reinstated and included in your total bill. Once the lien conditions

have been satisfied the client agrees to be responsible for costs associated with the duplication of the file for counsel or the client pursuant to the attached tariff schedule.

Upon signing this agreement, you grant us a lien for any sums owing to us at the conclusion of our services. The lien attaches to all papers, documents and materials in our possession with respect to your file.

13. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION:

In order to provide legal services to you, [*staff member*] will collect, use and disclose personal information about you (information which identifies you or can be used to identify you). By signing this agreement, you consent to our doing so. Disclosure of information is made where required by law or pursuant to your express or reasonably implied consent in the course of our providing legal services and advice or where required to collect a debt or pursuant to our insurer's requirements. You consent to our retaining your information indefinitely, although in individual cases we may choose not to retain information and will dispose of it appropriately. You acknowledge that you understand that a copy of our Privacy Policy is available upon request and that you are deemed to agree to its terms and conditions.

14. EFFECTIVE DATE OF RETAINER

The date which appears at the top of this agreement indicates the date on which this agreement was provided for your review. **The agreement does not take effect, and we do not represent you or have any obligation to provide services, until you return a signed copy of this agreement and pay the initial retainer.** Once you do this, the effective date of this agreement will be retroactive to the date we first performed services. **Your signature on the agreement and payment of any initial retainer requested signifies that you agree to the terms of this retainer agreement, and that it binds your heirs, executors, administrators, successors and assigns.**

If you decide not to retain us, we invoice you for any services we may have performed for you at our usual rates for fees and expenses.

We look forward to being of service to you.

Yours very truly,

[*Your name here*]

I/WE HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND THOSE SET FORTH IN THE ATTACHED RATE SCHEDULE AND AGREE TO THEM AS MY/OUR CONTRACT FOR LEGAL SERVICES WITH [*Your name/firm here*].

I/WE ACKNOWLEDGE RECEIPT OF A DUPLICATE COPY OF THIS AGREEMENT. I/WE ACKNOWLEDGE THAT I /WE HAVE BEEN ADVISED OF MY/OUR RIGHT TO OBTAIN INDEPENDENT LEGAL ADVICE WITH RESPECT TO THIS RETAINER AGREEMENT. IF MORE THAN ONE PARTY SIGNS BELOW WE EACH AGREE TO BE LIABLE JOINTLY AND SEVERALLY FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. I/WE ACKNOWLEDGE THE AVAILABILITY OF THE FIRM'S PRIVACY POLICY AND AGREE TO BE BOUND BY IT.

Dated at [*city/town name*], Nova Scotia, this [*date*] day of [*month*] A.D., [*year*].

(signature)

(signature)

I authorize you to contact me by email: _____ (initials)

I authorize you to contact me by cell phone: _____ (initials)

RATE SCHEDULE

1. REGULAR HOURLY RATES

\$ ___ / hour

2. EMERGENCY HOURLY RATES

\$ ___ / hour

3. DISBURSEMENTS (FILE EXPENSES)

File administration fee	\$
File retrieval fee	\$
Photocopies	\$
Incoming and outgoing faxes	\$
Postage	\$
Long distance calls	\$
Court and Bailiff/Sheriff's fees	\$
Parking	\$
Travel Expenses	\$
Couriers	\$
Online legal research (charges for database usage)	\$
Mileage	\$
Binding & tabbing expenses	\$
N.S.F. Cheques	\$

4. COLLECTION HOURLY RATES

Staff services for preparation of documents	\$
Necessary Lawyer work/attendances	\$

5. HARMONIZED SALES TAX (HST)

HST is payable on our fees **IN ADDITION TO** our hourly rates, and is charged on all applicable disbursements.