

**ENGAGEMENT LETTER  
NEW CLIENT**

**(Sample-Modify as Appropriate)**

[Date]

[Client Name & Address]

Re: [Subject]

Dear [Name]:

I enjoyed meeting with you on \_\_\_\_\_ to discuss your representation by our firm in [describe matter]. This letter will confirm the terms of our representation. Our work will begin upon receipt of a signed copy of this letter.

[Name of firm] will provide legal services to [Client name], and the scope of services we will render, the manner of calculating, billing and collecting legal fees, and other aspects of the proposed representation are mutually agreed to be as follows:

Services to be Provided:

The firm has been engaged to provide the following services: [list services to be provided].

The members of the firm who will be working on your matter are [names of attorneys and paralegals working on the matter]. Please feel free to contact any of us for assistance.

Excluded Services

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

Fees and Expenses

Fees:

[Option 1] The fee arrangement, as agreed, will be based on [an hourly rate].

[If an hourly rate] Our hourly rates range from \$\_\_\_\_ to \$\_\_\_\_ depending on the experience level of the attorney or paralegal.

**or**

Our partners' rates range from \$\_\_\_\_ to \$\_\_\_\_; associates' rates range from \$\_\_\_\_ to \$\_\_\_\_; and our paralegals' rates range from \$\_\_\_\_ to \$\_\_\_\_, depending on the experience level of the attorney or paralegal.

[Option 2] The fee arrangement, as agreed, will be based on a fixed fee in the amount of \$\_\_\_\_].

[Option 3] The fee arrangement, as agreed, will be based on a contingency fee as follows:

\_\_\_\_\_% of the gross amount recovered in a settlement before we have instituted a lawsuit,  
\_\_\_\_\_% of the gross amount recovered in a settlement after we have instituted a lawsuit,  
\_\_\_\_\_% of the gross amount recovered after trial has begun,  
\_\_\_\_\_% of the gross amount recovered if any judgment is appealed, either on your behalf or by an adverse party, or if garnishment or any proceeding after judgment is necessary to collect the judgment or any portion of it, and  
\_\_\_\_\_% of the gross amount recovered if the matter is the subject of a retrial as ordered by a trial or appellate court.

[Option 4] The fee agreement, as agreed, will be based upon a contingency fee as follows:

\_\_\_\_\_% on the first \_\_\_\_\_ of any and all sums recovered by way of any settlement in or out of court.  
\_\_\_\_\_% on the next \_\_\_\_\_ of any and all sums recovered by way of any settlement in or out of court.  
\_\_\_\_\_% on the next \_\_\_\_\_ of any and all sums recovered by way of any settlement in or out of court.  
\_\_\_\_\_% of any and sums in excess of \_\_\_\_\_ recovered by way of any settlement in or out of court.

*[If appropriate, indicate whether a retainer is required and the amount of the retainer required. If the retainer is to be a non-refundable retainer, state which of the basis for the non-refundability permitted by Formal Ethics Opinion 128(a) applies in their case.]*

Expenses:

We may incur various expenses in providing services. You agree to pay all such expenses and to reimburse us for all out-of-pocket expenses that we pay on your behalf. Whenever possible, we will forward bills for any expenses incurred on your behalf directly to you and you agree to make prompt payment directly to the originator of these bills. Expenses that may be incurred include, but are not necessarily limited to, *[list types of client disbursements]*.

*[If a contingency fee matter]* We agree that if no recovery is obtained, you will owe nothing for legal fees. Even if no recovery is obtained, however, you are responsible for payment of the expenses and charges for other services described above. Expenses incurred on your behalf and that have not been reimbursed prior to recovery will be deducted from the recovery *[before or after]* the contingency fee is calculated.

Statements:

The firm bills on a monthly basis for fees and expenses due. Payment is due upon receipt of invoice. Failure to make timely payments may, upon notice, result in the firm's withdrawal as your attorney in this matter.

Client Cooperation

Our expectations of you are *[list any expectations concerning maintaining accurate address and contact information, responses to requests for information, communication, etc.]*.

### Timetable

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

### Documentation

I will send you copies of pleadings, documents and correspondence and other information throughout the matter. 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 of our meetings so that we both have all of the necessary information available to us. Once I have completed the legal work necessary to conclude this matter, I will close my file and return any original documents to you. I will then store the file for approximately \_\_\_ years. [*Refer to AEO 125 for guidance as to the length of time required to keep certain types of client files.*] I will destroy the file after that period of time unless you instruct me in writing now to keep it longer.

### Your Right to Terminate of Representation

You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will stop all legal work on your behalf immediately. You will be responsible for paying all legal fees and expenses incurred on your behalf in this matter before the date of written notice of termination was received by our firm.

[*If appropriate*] If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed, based upon the amount of time required, the complexity of the matter, the time frame within which the work must be performed, our experience, ability, reputation, the responsibility involved and the results obtained.

### Our Right to Terminate Representation

We may terminate our representation (to the extent permitted by the ethical and court rules) at any time if you breach any material term of this agreement or fail to cooperate or follow our advice on a material matter, if conflict of interest develops or is discovered, or if there exists at any time any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate. If we elect to terminate our representation, you will take all steps reasonably necessary and will cooperate as reasonably required to free us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and expenses incurred before the termination of our representation in accordance with the provision of this agreement.

If any of the terms stated in this letter is not consistent with your understanding of our agreement, please contact me before signing the agreement. Otherwise, please sign the agreement and return it to me in the enclosed self-addressed, stamped envelope.

On behalf of the firm, we appreciate the opportunity to represent you in this matter. If you have questions, please feel free to call me at [telephone number].

Very truly yours,

[Attorney]

[Firm]

I have read and consent to it.

\_\_\_\_\_  
[Client]

\_\_\_\_\_  
[Date]

*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. In addition, you should check your state's Code of Professional Responsibility for specific requirements regarding engagement letters.*