

Sample Engagement Letter

LETTERHEAD

Date

To: _____

Re: Engagement Letter

Dear _____:

On behalf of _____, may I express our appreciation for your selection of our firm to represent you in connection with the conservation easement litigation. We look forward to working with you.

We shall assume such representation, understanding that we will charge for our services at the then current hourly rates per employee (current rates are set forth on **Exhibit A**, attached hereto). Charges are calculated in six or fifteen minute increments. We will give _____ at least 30 days advance notice of any change in our firm's billing rates, as they are periodically increased to accommodate increases in the cost of operations. Rate increases will not exceed ___% of the current billing rate. _____ will be required to pay all costs and expenses incurred by our firm on its behalf. Costs, expenses and fees are payable regardless of the outcome of the case or matter. In the event we are required to travel on its behalf, we will charge at our regular rates for travel time.

Our firm agrees to perform legal services on behalf of _____ faithfully and with due diligence. We are authorized to pay on its behalf any bills associated with this matter, whether incurred by _____ or by us, but we have no obligation to pay the same. Whether said bills are paid by us or not, _____ will remain liable for the same until discharged in full. We will not incur expenses in excess of \$ _____ in the aggregate without further authorization by you.

In regard to all services rendered by our firm, we will customarily be incurring photocopying, postage, long distance calls, and other "out of pocket" expenses. All out of pocket expenses that we reasonably deem necessary in the rendition of legal services on behalf of _____ would be at its expense (e.g. duplication of documents, etc.), except, however, any unusual expenses (e.g., use of an independent expert or professional or

securing a survey) would only be incurred after approval of the same by _____. Any out of pocket costs or expenses over \$ _____ will be forwarded for direct payment.

It is our firm's practice to send periodic statements, no less frequently than monthly, but, we may bill more frequently depending upon the nature and magnitude of the services. Our fee shall be due and payable upon the receipt of our bill as are costs and expenses advanced on behalf of

_____. After 30 days, any unpaid fees shall accrue interest at the rate of ____% per month.

_____ agrees that we may withdraw from your representation upon written notice being sent to it if any bill is not paid within 30 days after mailing, if it has refused to follow our advice to an extent that we deem prejudicial to our continued relationship, or if it has refused to cooperate with us in our representation of the case. We will retain all documents, files, and other information, pertaining to your matter until full payment is made.

It is agreed that you will bear all costs of collection, including reasonable attorneys' fees, if payments are not made as agreed. _____ warrants and acknowledges that it has the financial ability to discharge all fees, costs, and expenses contemplated by this agreement.

I will be the attorney in charge of your account, and therefore, will be the appropriate contact person for services to be rendered on your behalf by our firm. Notwithstanding that, please do not hesitate to call any other attorney who is working on this matter.

Many clients use cordless telephones, cell phones, fax machines, voice messaging, hand-held devices, pagers, e-mail or similar devices or communication systems and wish to communicate with our Firm via these media because they may promote more timely responses and efficiency. However, modern communication systems such as these may not be as secure as the mailing of hard copies of documents, face-to-face meetings, or phone calls through land lines and may be more easily subject to interception than more traditional forms of communication. By signing this fee agreement below, you consent to the use of modern means of communication, including but not limited to, cordless telephones, cell phones, fax machines, voice messaging, hand-held devices, pagers, e-mail or similar devices or communication systems. If you wish to communicate using password protected or encrypted e-mail, please notify us of this fact in writing and we will accommodate your request. Similarly, if you wish to communicate only with us via traditional media (letters sent via U.S. Mail or telephone land lines), please advise us of this fact in writing and we will accommodate your request.

Regardless of the mode of communication used, please- keep in mind that communications between our office and you are generally confidential. Furthermore, such communications maybe subject to the attorney/client privilege which means that neither you nor anyone from the Firm may be called to testify about the nature and subject matter of our communications with you. However, that privilege can be lost and the communications required to be disclosed at trial if the communications are shared with a third party. In order to protect the confidential nature of our communications with you, we ask that you refrain from sharing or relating our communications to a third party. In the event you believe that communications with our office should be shared with a third party, we ask that you consult with the attorney in charge of your case before doing so. In that way, you and the attorney can determine what information should be provided to the third party, when the information should be provided, how the information should be provided and whether

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that information should come from you or from the attorney. Given the ease of forwarding emails and voicemails, it is extremely important to the success of your matter that you keep this policy in mind and resist the urge to "forward" to or "copy" third parties our communications with you.

In the event that _____ may be involved in a lawsuit, it will need to take steps to preserve electronic data. Essentially, all electronic data is potentially discoverable in litigation. This includes e-mail sent or received by any employee, other "active" information stored on servers, or information stored on backup tapes or other media that are capable of restoration, even if the information was deleted at some prior time. Once you reasonably anticipate litigation, you agree to suspend routine document retention/destruction policy and put in place a "litigation hold" to ensure the preservation of relevant documents. You agree to work with us so we can oversee compliance with the litigation hold, and monitor your efforts to identify, retain, and produce relevant documents.

By signing below, you acknowledge that we have made no guarantee regarding the successful determination of this matter and all expressions relative thereto are matters of our preliminary opinions based on our current knowledge of the subject matters.

If all of the foregoing is agreeable with you, please indicate your approval on the lines provided below, and return it to the undersigned in the enclosed self-addressed envelope. A copy of this letter is also enclosed herewith for your information and records. The receipt by you of a fully executed copy of this agreement is acknowledged by your signature hereto.

We look forward to representing you.

Sincerely,

Read and approved this ___ day of _____.
