

ENGAGEMENT LETTER: FAMILY LAW WITH LITIGATING CLIENT

[Date]

[Client Name]

[Client Address]

[Client Address]

Re: Engagement for Legal Services

File ID:

Dear [Client's Name]:

Thank you for contacting [law firm]. This agreement, a contract for employment of legal counsel, is made and entered into by and between [Law Firm], hereinafter referred to as “the Firm,” and [Client's Name], hereinafter referred to as “the Client.”

By signing this Agreement, Client employs the Firm to represent Client with regard to the litigation of a domestic dispute. The representation shall be limited to the matters of Child Custody, Child Support, Post-Separation Support and Alimony, Equitable Distribution, and Absolute Divorce.

A separate agreement will be negotiated between the Client and Firm in the event that an appeal is undertaken. Client understands that the Firm will not represent the Client in any appeal until such time as the separate agreement is negotiated.

In consideration of the legal services to be furnished by the Firm, Client shall pay the Firm pursuant to the following fee arrangements:

Legal Services

The aforementioned services are provided to the Client, and the Firm is reserving its services for Client, in exchange for a fee paid as follows:

- \$_____ paid upon Client deciding to retain the Firm, and
- \$_____ paid 75 days from the date of retention, and
- \$_____ paid 45 days prior to the scheduled date of the child support hearing, and
- \$_____ paid 45 days prior to the scheduled date of the post-separation support hearing, and
- \$_____ paid 45 days prior to the scheduled date of the alimony hearing, and
- \$_____ paid 45 days prior to the scheduled date of the child custody hearing, and
- \$_____ paid 45 days prior to the scheduled date of the equitable distribution initial pre-trial conference, and
- \$_____ paid 45 days prior to the scheduled date of the equitable distribution hearing, and
- \$_____ paid upon filing for absolute divorce.

The Client will have no obligation to make any of the foregoing payments if the matter is resolved by execution of a written document prior to the payment becoming due. Each payment that has come due and been paid by Client pursuant to this schedule is a prepaid flat fee for the continued exclusive use by Client of the Firm's services. The fee is earned immediately and not subject to refund unless required by the Rules of Professional Conduct.

The aforementioned fee includes testimony of up to five (5) witnesses at the hearing, one deposition, and two preliminary hearings if necessary. Preliminary hearings are minor hearings such as motions to compel the production of discovery, motions for the appointment of experts, or motions for summary judgment (These preliminary hearings are hearings that extend for no more than a few hours). Specifically, hearings relating to domestic violence protective orders, emergency child custody, and enforcement of prior orders are not covered by the terms of this Agreement and representation in these matters will be the subject of a separate agreement in the event that this becomes necessary. Additional matters which arise during the course of the representation, which are not covered by the terms of this Agreement, will be the subject of a separate agreement if such matters arise. In the event that the Firm determines that it is necessary to take additional depositions or to call additional witnesses the fee per witness is \$_____ and the fee per deposition is \$_____. In the event that more than two preliminary hearings become necessary the fee per additional hearing is \$_____. The fees for these services are to be paid to the firm prior to the initiation of the work required.

Expenses

All expenses the Firm incurs or advances in connection with providing legal services will be billed separately. All variable expenses will be billed according to the actual amount of the expense. Examples of variable expenses are recording fees, filing fees, investigator fees etc. Prior to the time that these expenses are incurred we require a deposit of funds into our trust account. We will not incur these variable expenses until we receive this deposit. This deposit will be applied toward these expenses. These deposits you maintain with us will not bear interest. We will refund to you any balance remaining in our trust account which is not needed to satisfy the balance of your account with the firm.

Opposing Party and Attorney's Fees

Sometimes the Court will order your adversary to pay part or all of your attorney's fees and expenses, although sometimes the Court makes no order for fees and costs. If you are the more financially able adversary, the Court may assess your adversary's fees and expenses against you. Because attorney's fees awards are totally unpredictable, court orders must be considered to be merely "on account" and you are primarily liable for payment of the total attorney's fees and expenses. Amounts received pursuant to court order will be credited to your account. The court award of attorney's fees and expenses, if any, does not set or limit our fee in any way or your liability to us for fees and expenses. The pursuit of attorney's fees and expenses against your adverse party is an additional service we perform on your behalf, and you will be expected to pay us fees on the same basis as is set forth in this Agreement for performing such services. Furthermore, if the Court does assess attorney's fees and expenses, or any part thereof, against the adverse party to apply on account of that which you owe us, the collection of such award from the adverse party by way of contempt or any other proceeding shall also be considered as further services on your behalf notwithstanding that, in accordance with the provisions of the court order, such judgment or attorney's fees and expenses shall be payable directly to us. Accordingly, you shall be expected to pay for the cost of collection. In the event you discharge us as your attorneys at any time, or we withdraw as your attorneys, it shall be understood that we shall nevertheless have the authority to continue to pursue the collection of attorney's fees and expenses against your adverse party due us from you and any part thereof that is collected will be credited to that which you owe us. Please understand, however, that you are at all times primarily liable to us for all attorney's fees and expenses and any pursuit thereof against the adverse party is on your behalf and as an additional service to you.

Billing Frequency and Late Charges

I understand that all bills are due when received by the Client. If a bill has not been paid in full prior to the expiration of a 30-day period from the date on the bill, a late charge of one-and-one-half percent per month will be imposed on the balance.

Personnel

The Client acknowledges that he or she is employing the Firm instead of any particular individual, and that the Firm will assemble the team of professionals best suited to each Client to serve the Client's specific needs and requirements at each stage of the Representation.

Termination of Services

You may terminate our representation of you at any time. Any termination of our representation of you does not relieve you of the obligation to pay any amounts owed to us for expenses incurred through the date of termination.

We may terminate our representation of you, retain your previous payments and withdraw as your counsel, if:

- a. The subject of the representation is concluded by execution of a Court order or judgment or written agreement between the parties;
- b. A period of two (2) years passes from the time of the execution of this Agreement;
- c. We discover any conflict of interest;
- d. You fail to pay immediately when due any amounts required to be paid under this agreement;
- e. We discover that you have made any misrepresentation in connection with the matter that we are handling for you, or we discover any material variance between the facts as related to us by you and the facts as they actually exist;
- f. You act in such a manner as to abuse the attorney/client relationship to such an extent that, in the discretion of the Firm, you are no longer someone whom the Firm is willing to represent;
- g. You fail to heed our advice or recommendations or otherwise do not cooperate with us in our representation of you; or,
- h. We have a disagreement over what legal matters the Firm is supposed to be handling for you.

Client grants the Firm the authority to represent Client in the above matters and to enter appearances on behalf of Client in any court.

Miscellaneous Terms

We dislike being technical with our clients, but we must include the following clauses. If you have questions regarding these provisions, please ask.

- a. Each provision of this agreement is severable. The invalidity or unenforceability of any provision paragraph, subparagraph, sentence, clause, phrase or term of this agreement shall not affect or impair the validity or enforceability of any other provision, paragraph, subparagraph, sentence, clause, phrase or term of this agreement.
- b. By signing below, you indicate your understanding that we have not made an agreement with you or promises to you about the outcome or result of your legal matters. Also, you agree to notify us immediately in writing if you feel or believe any matter is not receiving proper attention or is otherwise not being properly handled or you suspect any misunderstanding about what we are to do for you.
- c. By signing below, you agree that this agreement has been thoroughly explained to you and reviewed by you before you sign it, or that you had an ample opportunity to review it and have it fully explained to you.
- d. If you fail to pay the amounts due to us under this agreement, you agree to pay all reasonable attorney's fees and other expenses incurred by us in collecting the amounts due.

- e. After completing the work for you, we will dispose of everything in the file after mailing all original material back to you. We will maintain digital copies of all documents on our computer system for at least three years after the matter is finished.
- f. If any funds of yours are in our possession at any time, we may deduct from those funds and pay to ourselves any unpaid amounts we have billed you.

Communication

We encourage you to ask immediately any questions you have about our charges or services. We promise to provide prompt, accurate answers. We expect you to inform us of any complaints about any bill immediately after it is sent to you.

Please indicate your agreement by signing in the space provided below on the enclosed extra copy of this contract and return it to us immediately. Thank you for giving us the opportunity to do your legal work.

The firm recognizes that our clients are our most valuable resource. We care deeply about your satisfaction with our work. In an effort to ensure that you as our client receive the personalized service you deserve, we will send you surveys regarding the quality of our work and our personnel. We ask your cooperation in completing these surveys. By signing this agreement you indicate you understand and agree to complete those surveys so we can maintain our highest level of service to you, our client.

Very truly yours,

[Attorney Name]
[Law Firm Name]
[Date]

Accepted & Approved By:

[Client's Name]

Date: _____

Note: This is a sample form only and is written for the general purposes of facilitating clear expectations and avoiding misunderstandings between an attorney and client. It is not intended as legal advice or opinion and will not provide absolute protection against a malpractice action.