

# LAWYER/ATTORNEY SERVICES RETAINER AGREEMENT

This **Lawyer/Attorney Services Retainer Agreement ("Agreement")** is entered into this \_\_\_\_\_, 20\_\_\_\_, by and between:

## I. PARTIES

**Legal Firm/Attorney:** The law firm of \_\_\_\_\_ whose mailing address is \_\_\_\_\_, and \_\_\_\_\_ appointed as attorney ("**Attorney**")

AND

**Client:** \_\_\_\_\_ whose mailing address is \_\_\_\_\_, \_\_\_\_\_ hereinafter known as ("**Client**").

**II. Services.** During the course of the engagement, the attorney agrees to provide the following services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("**Services**").

**III. Term.** This Agreement shall commence upon the Effective Date, as stated above, or on the \_\_\_ of \_\_\_\_\_ 20 \_\_\_ and will continue until \_\_\_ of \_\_\_\_\_ 20 \_\_\_ unless terminated.

**IV. Compensation.** The Attorney will receive payment in accordance with the following schedule in exchange for the Services rendered: (select as applicable)

- \$\_\_\_\_\_/hour.
- \$\_\_\_\_\_ Per Job completed.
- Commission of \_\_\_\_% based on \_\_\_\_\_.
- Other. \_\_\_\_\_.

**V. Contingency.** The Attorney's Pay includes: (select one)

- A contingency fee arrangement in accordance with: (select as applicable)
  - \_\_\_\_% of \_\_\_\_\_.
- No contingency fee arrangement

**VI. Payment.** According to section IV, the Attorney will be paid. (select one)

- Starting on \_\_\_\_\_, 20\_\_\_\_, on a

Weekly,  
Monthly, and  
Quarterly basis.

- Once the services rendered have been completed.
- Upon receipt of an invoice from the Consultant by the Client.
- Other. \_\_\_\_\_.

**VII. Retainer.** The Client shall: (Select one)

- Pay a retainer fee of \$\_\_\_\_\_ towards future services ("Retainer"). Check one for the Retainer:
- Refundable.
  - Non-Refundable.
- Not pay a Retainer fee before work commencement.

**VIII. Expenses.** The Attorney/Client : (select one)

- The Attorney is responsible for all expenses related to providing the Services. Expenses include, but are not limited to, supplies, equipment, running costs, business costs, employment costs, taxes, Social Security contributions, disability insurance, unemployment taxes, and any other costs incurred by the Attorney in connection with the Services.
- The Client shall reimburse the Attorney for all reasonable and necessary expenses incurred by the Attorney in connection with the performance of services under this Agreement, provided that the Consultant has obtained the prior written approval of the Client for such expenses.

**IX. Disputes.** If a dispute arises between the parties in connection with this Agreement, the parties shall use their best efforts to resolve the dispute through good faith negotiations. If the parties are unable to resolve the dispute through negotiations, the parties agree to submit the dispute to mediation in accordance with the rules of the American Arbitration Association. If the dispute cannot be resolved through mediation, the parties agree that the dispute shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final, binding, and conclusive upon the parties. Cases shall be handled in \_\_\_\_\_ County, State of \_\_\_\_\_.

**X. Legal Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, sent by registered or certified mail, return receipt requested, or sent by a recognized overnight delivery service, addressed as follows:

Client's Address: \_\_\_\_\_

Attorney's Address: \_\_\_\_\_

**XI. Return of Records.** Upon termination or completion of this Agreement, the Attorney shall promptly return to the Client all records, documents, and other materials in its possession or control that were provided by the Client. The Attorney shall also destroy or return to the Client all copies of such records, documents, and materials and certify in writing to the Client that it has done so.

**XII. Contractual Right Waiver.** The failure of either party to enforce any rights under this Agreement shall not be deemed a waiver of such rights. No waiver of any term of this Agreement shall be effective unless it is in writing and signed by the party against whom enforcement of such waiver is sought. No waiver of any term of this Agreement shall be deemed a waiver of any other term or condition of this Agreement.

**XIII. Independent Contractor Status.** The Attorney shall perform the services required under this Agreement as an independent contractor and not as an employee of the Client. The Attorney shall have the right to perform services for others during the term of this Agreement. The Client shall not have any right to control the manner or method in which the Attorney performs the services under this Agreement. The Attorney shall be responsible for all federal and state taxes, social security contributions, getting employees, and other deductions required by law in connection with the payment of fees under this Agreement.

**XIV. State and Federal Licenses.** In order to perform the Services under this Agreement, the Attorney represents and warrants that all associated employees and personnel will abide by all applicable federal, state, and local laws. This includes obtaining all necessary licenses, permits, and certificates.

**XV. Employees' Compensation.** Attorney is solely responsible for:

- a.) Employee Benefits. It is the Attorney's responsibility and liability to provide all benefits to their employees, including retirement plans, health insurance, vacation time-off, sick pay, personal leave, etc.
- b.) Unemployment Compensation. It is solely the Attorney's responsibility to pay unemployment compensation to their employees. Services performed under this Agreement do not qualify for unemployment compensation.
- c.) Workers' Compensation. All workers' compensation insurance shall be provided by the Attorney. To the extent required by law, the Attorney agrees to provide workers' compensation coverage to employees hired under this Agreement. When requested by the Client, the Attorney must provide certificates proving workers' compensation insurance.

**XVI. Indemnification.** The Attorney shall indemnify and hold the Client harmless from any and all damages, liabilities, costs, and expenses, including reasonable attorney's fees, arising from any claim, demand, or action by a third party based on a breach of this Agreement by the Consultant.

**XVII. Confidentiality & Proprietary Information.** The Attorney agrees to hold in confidence and not to use or disclose any confidential or proprietary information of the Client. "Confidential information" shall include all information or material that has or could have commercial value or other utility in the business if not publicly known. If requested, the Attorney shall promptly return all confidential information in its possession.

It is acknowledged by the Attorney that any breach or threatened breach of confidentiality may result in irreparable harm to the Client, which may result in damages. an inadequate remedy. As a result, the Client shall be entitled to equitable relief, including an injunction. Equitable relief shall be in addition to the Client's legal rights and remedies.

**XVIII. Assignment and Delegation.** The Attorney may transfer rights and obligations under this Agreement to other people or companies working on a contract-by-contract basis (a "Subcontractor"). The Attorney acknowledges that they will be held responsible for all work done by the Subcontractor and will indemnify the Client from any claims arising from such work. Any proprietary or confidential information shared with the Subcontractor in accordance with this section shall be the Consultant's responsibility. The Attorney will be held accountable if the Subcontractor discloses any such information to third parties.

**XIX. Severability.** If any part of this Agreement is found to be void or invalid, the remaining portions shall still be enforceable. Unless a court determines that any provision or section is invalid or unenforceable, limiting the application of another provision or section, all remaining sections and provisions shall be deemed to be enforceable. If this is the case, the affected clause or section must be applied with this restriction.

**XX. Additional Terms and Conditions.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XXI. Governing Law.** The laws of the State of \_\_\_\_\_ shall govern this Agreement.

**XXII. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties. This Agreement may be amended only by a written instrument executed by both parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the dates written hereunder.

**Signature of Attorney** \_\_\_\_\_ **Date** \_\_\_\_\_

**Name in print** \_\_\_\_\_

**Signature of Client** \_\_\_\_\_ **Date** \_\_\_\_\_

**Name in print** \_\_\_\_\_