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***Form – REPRESENTATION LETTER/AGREEMENT (NON-LITIGATION)***

[Date]

[Client Name]

[Street]

[City / State / Zip Code]

Re: [Subject]

Dear [Client Name]:

 Thank you for contacting our firm. We understand that you desire to have our firm represent you as your attorneys for [state nature of the matter]. Our representation under this Agreement is effective on our acceptance of employment.

 We require an initial retainer of $ \_\_\_\_\_\_ (optional) before we review the necessary information and documents or take any action related to this representation. The retainer will be deposited in the firm’s trust account and applied toward the fees and costs incurred in this matter. We will bill against the advance fees on a monthly basis; however, please note that you will be billed for any fees and costs that exceed the advance fee. We may also require that you maintain a minimum balance in our trust account at all times. Upon completion of our representation, any remaining retainer balance will be refunded to you.

 The firm will bill you at the firm’s standard hourly rates for attorneys, which currently range from $\_\_\_\_\_\_ to $\_\_\_\_\_\_ for partners and $\_\_\_\_\_\_ to $\_\_\_\_\_\_ for associates. We will also use law clerks and paralegals where possible; their hourly rates currently range from $\_\_\_\_\_ to $\_\_\_\_\_. If these rates change, we will notify you thirty (30) days in advance. Additionally, you will be responsible for all costs incurred on your behalf which typically include any court costs and deposition costs (if applicable), as well as travel expenses and standard office costs such as postage, copying, scanning, and conferencing charges, as well as other costs incurred in this matter.

 The firm will bill you on a monthly basis and payment is due on receipt of our statement. Any unpaid balance that remains outstanding \_\_\_\_\_\_ (\_\_\_) days after the date of our statement for services will accrue interest at an annual rate of \_\_\_\_\_\_\_\_ percent (\_\_%) on the unpaid balance. If our fees are not paid timely, we reserve the right to terminate our services. \_\_\_\_\_\_\_\_\_\_\_ law shall govern any dispute as to fees, and \_\_\_\_\_\_\_\_\_\_\_\_\_ is the agreed upon venue for any disputes which are not resolved informally.

 Your cooperation in this matter is very important. You must keep us informed of all relevant facts and circumstances and respond promptly to all requests. We look forward to working with you.

 If this letter accurately reflects our understanding, please sign the original and return it to our office along with the retainer. A copy of this letter is enclosed for your records.

 Please do not hesitate to give us a call at any time should you have any comments or questions about our representation.

Sincerely,

[Lawyer Signature]

[Firm Name]

**ACKNOWLEDGMENT OF DESIRE TO EMPLOY FIRM**

I understand and agree to the terms set forth above and employ your services under this agreement and authorize you to use my funds held in your trust account for attorneys’ fees and costs incurred during your representation.

DATED THIS \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Client’s Printed Name] [Client’s Signature]

**ACCEPTANCE OF EMPLOYMENT BY FIRM**

 DATED THIS \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

[FIRM NAME]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Attorney’s Printed Name] [Attorney’s Signature]