**ENGAGEMENT AGREEMENT**

This Agreement (the “Agreement”) is made between [ATTORNEY-NAME] (“Attorney”) and [CLIENT-NAME] (“Client”). The parties agree that Attorney will provide legal services to Client on the terms set forth below.

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the initial deposit called for under Paragraph 4.
2. SCOPE OF SERVICES. Client hires Attorney to provide legal services in the following matter:  
   [DESCRIPTION OF SERVICES]

Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

1. CLIENT’S DUTIES. Client agrees to be truthful with Attorney, to cooperate, to respond to Attorney’s inquiries and requests for information in a timely manner, to keep Attorney informed of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address, e-mail address, telephone number and whereabouts. Client will assist Attorney in providing information and documents necessary for the representation in the described matter. If Client fails to perform its duties as described above, Attorney shall have the right to terminate representation of Client upon written notice, which shall include notice by e-mail.
2. DEPOSIT. Client agrees to pay Attorney an initial deposit of $[DEPOSIT] by [DEPOSIT-DATE].

Attorney will hold the deposit in Attorney’s trust account and apply it to each statement when rendered by Attorney. Client will pay any additional balance due upon receipt of Attorney’s statements each month and also will replenish the deposit each month in the amount of all payments made to Attorney from the deposit.

At the conclusion of the matter, the deposit will be applied to the final statement, in which event Client will be responsible for any amount due over and above the deposit or be entitled to a refund of any amount remaining after the final statement is satisfied in full. Client acknowledges that the deposit is not an estimate of total fees and costs, but merely an advance for security.

1. LEGAL FEES AND BILLING PRACTICES.

Hourly fees. Client agrees to pay by the hour at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates for legal personnel are as follows:

Attorneys: $[ATTORNEY-RATE] per hour. Paralegals: $[PARALEGAL-RATE] per hour.

[OPTIONAL-FIXED-FEE]Fixed fee. Client agrees to pay a fee of $[FIXED-FEE] for the services to be provided under this agreement. Such fee shall be paid in installments of $[INSTALLMENT] per month for [MONTHS].[/OPTIONAL-FIXED-FEE]

Time is charged in minimum units of [TIME-UNIT - one tenth] of an hour. The rates on this schedule are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client.

The time charged will include the time Attorney spends on telephone calls relating to Client’s matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client’s matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. If more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. Attorney will charge for waiting time and for travel time, both local and out of town.

1. COSTS AND OTHER CHARGES.

(a) Miscellaneous expenses. Attorney may incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include fees and filing charges fixed by law or assessed by public agencies, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses and consultants' fees and other similar items. All costs and expenses will be charged at Attorney’s cost, and may be deducted from the deposit described above.

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney’s personnel. Client will also be charged the hourly rates for the time legal personnel spend while traveling by airplane, train or other ground transportation.

(c) Consultants and Investigators. To aid in the representation in Client’s matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

1. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.
2. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time, upon notice in accordance with Section 14. Attorney may withdraw with Client’s consent or for good cause, upon notice in accordance with Section 14. Good cause includes Client’s breach of this Agreement, refusal to cooperate or to follow Attorney’s advice on a material matter or any fact or circumstance that would render Attorney’s continuing representation unlawful or unethical. When Attorney’s services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client’s request, deliver Client’s materials and property in Attorney’s possession. Attorney shall return the unearned portion of any deposit to Client upon termination of the services covered by this Agreement.
3. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney’s statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney’s comments about the outcome of the matter are expressions of opinion only.

If fees are being charged on an hourly basis as described above, any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

1. ARBITRATION. Any dispute between the parties regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement shall be submitted to binding arbitration through the [ARBITRATION-ORGANIZATION], upon the written request of one party after the service of that request on the other party. The cost of the arbitration, excluding legal fees and costs, shall be borne by the losing party or in such proportion as the arbitrator shall decide. The sole and exclusive venue for the arbitration and/or any legal dispute shall be [ARBITRATION-STATE].

By agreeing to this arbitration provision, Client and Attorney understand that they voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client has the right to have an independent lawyer of Client’s choice review these arbitration provisions, and this entire agreement.

1. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the services to be performed. No other oral or written agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
2. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
3. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both parties.
4. NOTICES. Any notice shall not be effective unless in writing, and sent by U.S. postal service, express mail service such as UPS, DHL, or FEDEX, or e-mail. Attorney’s address for notice is:

[ATTORNEY-ADDRESS]

Attorney’s e-mail address for notice is [ATTORNEY-E-MAIL]

Client’s address for notice is:

[CLIENT-ADDRESS]

Client's e-mail address for notice is: [CLIENT-E-MAIL]

1. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

ATTORNEY

Firm: [ATTORNEY-FIRM]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
[ATTONERY-NAME]

CLIENT

[CLIENT-FIRM-IF-ANY]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_