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## Lawyers' Toolkit 5.0: A Guide to Managing the Attorney-Client Relationship



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## Introduction

Documentation of the attorney-client relationship represents a critical risk control technique. CNA has developed the following *Lawyers' Toolkit 5.0: A Guide to Managing the Attorney-Client Relationship* to assist attorneys in creating documents that will enable them to better manage their interactions with potential and actual clients. Documentation of the scope of the representation and the mutual responsibilities of the attorneys and their clients can often be a deciding factor in determining the responsibilities of both parties. These sample documents are designed to establish client expectations, reduce client misunderstandings, improve client communications, and provide opportunities for additional services. The use of these documents may not prevent legal malpractice claims, but can support a stronger defense in the event a claim arises.

This Guide includes the following sample documents:

- 1 error disclosure letter
- 21 engagement agreements
- 2 awaiting further action letters
- 3 non-engagement/declination letters
- 4 conflict of interest waivers
- 5 closing matter/disengagement letters
- 20 other engagement letter clauses
- 2 termination/withdrawal letters

Several of the sample documents include language addressing joint or dual representations and discuss prospective and actual conflicts of interest. Sample conflict of interest waivers are included for reference. Attorneys also should consider applicable legal ethics rules as well as the relevant risks associated with joint or dual representations prior to accepting such engagements. Joint or dual representations should be undertaken only with full disclosure to clients regarding the relevant risks, and only when such representation is in the best interests of the clients. From a professional liability perspective, engagements undertaken where a conflict of interest exists are inherently risky, irrespective of obtaining signed conflict of interest waivers.

In addition, the first three sample engagement agreements include draft language for contingent fee, hourly fee, and flat fee arrangements. Attorneys should incorporate the appropriate fee agreement language from one of these first three sample engagement agreements when using one of the seventeen other engagement agreements included herein.

These sample documents are provided as a convenience for use in the practice of law and include illustrative language that attorneys may wish to consider using in their own agreements, letters, and waivers. Additionally, each sample document should be customized for every engagement and prepared in accordance with applicable professional and regulatory requirements. CNA used the ABA Model Rules of Professional Conduct as a guide in creating these sample documents. However, attorneys must consult their applicable rules of professional conduct, as well as the case law and ethics opinions of the relevant jurisdiction, when drafting their own agreements, letters and waivers.

## Sample Engagement Agreement – Contingent Fee

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_  
\_\_\_\_\_ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"  
and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as  
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or  
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship  
between our law firm and you.

**Scope of Representation:** We have been engaged to represent [name of client or clients] for the  
purpose of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[describe matter or case with specificity]. [Consider disclaiming by name representation of other  
individuals or entities and/or other matters related to your representation to avoid confusion regard-  
ing whom you represent.] You represent that you do not know of any related legal matters that  
would require our legal services under this agreement. If such matters arise later, you agree that this  
agreement does not apply to any related legal matter. Therefore, a separate engagement agreement  
for provision of services and payment for those services will be required if you wish to engage our  
law firm to perform legal services pertaining to such matters.

**Limited Scope of Representation:** The scope of our representation does not include advice or  
services regarding accounting, tax, personal financial matters or business management, and related  
non-legal matters and advice. If you wish for us to consult with other professionals retained by you  
regarding this matter, we will communicate with you in writing to confirm the scope of such consul-  
tations prior to initiating same.

*(For representations involving real estate, consider including the following language: The scope of  
our representation does not include title searches, surveys, inspections, and other non-legal work  
relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or  
other licensed professional to provide you with these services.)*

**Legal Fees and Billing Statements:** We will submit a bill to you every \_\_\_\_ days. Expenses will be  
separately stated on the bill and our fees will be charged as indicated below. Our billing statements  
are due and payable upon presentation, and are overdue if not paid by the due date set forth on  
the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" provision [and if you include a "Late Payment and Failure to Pay" provision, include the following language: "and 'Late Payment and Failure to Pay' provisions"] of this agreement for further information. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment, and the remaining amount will be subject to our contingency fee, as described below.

We will provide you with a summary statement listing these deductions at the time of any payment to you from a settlement or judgment.

The fee arrangement, as agreed, will be based on a contingency fee to be charged as follows:

- \_\_\_\_% of the gross amount recovered in a settlement before we have instituted a lawsuit;
- \_\_\_\_% of the gross amount recovered in a settlement after we have instituted a lawsuit;
- \_\_\_\_% of the gross amount recovered after trial has begun;
- \_\_\_\_% of the gross amount recovered if any judgment is appealed, either on your behalf or by an adverse party, or if garnishment or any proceeding after judgment is necessary to collect the judgment or any portion of it; and
- \_\_\_\_% of the gross amount recovered if the matter is the subject of a retrial as ordered by a trial or appellate court.

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_\_/page

Mileage: \_\_\_\_/mile

Facsimile charges: \_\_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper

documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.



## Sample Engagement Agreement – Hourly Fee

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_  
\_\_\_\_\_ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"  
and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as  
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or  
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship  
between our law firm and you.

**Scope of Representation:** We have been engaged to represent [name of client or clients] for the  
purpose of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[describe matter or case with specificity]. [Consider disclaiming by name representation of other  
individuals or entities and/or other matters related to your representation to avoid confusion regard-  
ing whom you represent.] You represent that you do not know of any related legal matters that  
would require our legal services under this agreement. If such matters arise later, you agree that this  
agreement does not apply to any related legal matter. Therefore, a separate engagement agreement  
for provision of services and payment for those services will be required if you wish to engage our  
law firm to perform legal services pertaining to such matters.

**Limited Scope of Representation:** The scope of our representation does not include advice or  
services regarding accounting, tax, personal financial matters or business management, and related  
non-legal matters and advice. If you wish for us to consult with other professionals retained by you  
regarding this matter, we will communicate with you in writing to confirm the scope of such consul-  
tations prior to initiating same.

*(For representations involving real estate, consider including the following language: The scope  
of our representation does not include title searches, surveys, inspections, and other non-legal work  
relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or  
other licensed professional to provide you with these services.)*

**Legal Fees and Billing Statements:** We will submit a bill to you every thirty days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" provision [and if you include a "Late Payment and Failure to Pay" provision, include the following language: "and 'Late Payment and Failure to Pay' provisions"] of this agreement for further information. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment.

We will provide you with a summary statement listing these deductions at the time of any payment to you from a settlement or judgment.

On the basis of our time, charges are as follows:

- \$\_\_\_\_ per hour for the services of [name and position];
- \$\_\_\_\_ per hour for the services of [name and position]; and
- \$\_\_\_\_ per hour for the services of [name and position].

In consideration of our services, in matters in which the fee is based on time charges, we shall require a retainer of \$\_\_\_\_, of which the first \$\_\_\_\_ shall constitute our minimum fee for the services to be rendered. The retainer is to be applied to our time charges.

From time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. We will, of course, notify you of such adjustments.

I will handle this matter in conjunction with [name of associate or partner], who is a(n) [associate or partner] with the law firm. Other individuals may assist with the case from time to time or even assume the case as lead attorney. The use of junior lawyers, paralegals, and law clerks results in a direct savings to you, since they can more economically perform tasks which do not require the attention of a senior partner. If you have any questions or concerns regarding delegation of responsibilities and work between attorneys, please contact us to discuss these issues.

It is our policy to describe services performed in a detailed manner so that you may be able to understand fully the services and the charges. If there are any questions relating to the services or the charges, we will be pleased to discuss them with you at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, you agree to notify us in writing or email within 30 days of receiving our billing statement if you dispute any entry for legal services or charges on any billing statement. In the absence of any written objections thereto within 30 days of your receipt of a billing statement, you will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

In addition, if as a result of our engagement, we are required to produce documents or appear as a witness in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation, or dispute involving you or any related persons, you are responsible for costs and expenses reasonably incurred by us (including professional and staff time at then-scheduled hourly rates and reasonable attorneys' fees and costs incurred by us).

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_/page

Mileage: \_\_\_/mile

Facsimile charges: \_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that have I read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Flat Fee

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_  
\_\_\_\_\_ [name of law firm], hereinafter to as “Law Firm,” or “We” or “Our” or “Us”  
and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as  
“You” or “Client(s).” Moreover, Law Firm represents only you and represents no other individual or  
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship  
between our law firm and you.

**Scope of Representation:** We have been engaged to represent [name of client or clients] for the  
purpose of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[describe matter or case with specificity]. [Consider disclaiming by name representation of other  
individuals or entities and/or other matters related to your representation to avoid confusion regard-  
ing whom you represent.] You represent that you do not know of any related legal matters that  
would require our legal services under this agreement. If such matters arise later, you agree that this  
agreement does not apply to any related legal matter. Therefore, a separate engagement agreement  
for provision of services and payment for those services will be required if you wish to engage our  
law firm to perform legal services pertaining to such matters.

**Limited Scope of Representation:** The scope of our representation does not include advice or  
services regarding accounting, tax, personal financial matters or business management, and related  
non-legal matters and advice. If you wish for us to consult with other professionals retained by you  
regarding this matter, we will communicate with you in writing to confirm the scope of such consul-  
tations prior to initiating same.

*(For representations involving real estate, consider including the following language: The scope of  
our representation does not include title searches, surveys, inspections, and other non-legal work  
relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or  
other licensed professional to provide you with these services.)*

**Legal Fees and Billing Statements:** A flat legal fee of \$\_\_\_\_\_ is due immediately at the outset  
of the representation for all services within the scope of our representation as set forth above. *[If  
expenses are included in the flat legal fee, additional language in this clause is unnecessary, and  
the “Expenses” and “Late Payment and Failure to Pay” provisions are not required. If expenses are  
not included in the flat legal fee, consider including the following language.]* Expenses are not  
included in the flat legal fee (see below).

We will submit a bill to you every thirty days for any expenses. Expenses will be separately stated on the bill and our administrative fees will be charged as indicated below. Our billing statements are due and payable upon receipt, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" provision [and if you have include a "Late Payment and Failure to Pay" provision, include the following language: "and 'Late Payment and Failure to Pay' provisions"] of this agreement for further information. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment.

We will provide you with a summary statement listing these deductions at the time of any payment to you from a settlement or judgment.

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_/page

Mileage: \_\_\_/mile

Facsimile charges: \_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Seller of Residential Real Estate

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us" and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as "You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship between our law firm and you.

**Scope of Representation:** We have been engaged to represent [name of client or clients] in connection with your sale of residential real estate located at [address of residential real estate]. We do not represent any other individuals or entities who are a party to or have an interest in the sale, all of whom should engage their own counsel for legal advice or services. You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter, and a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

*[Review your jurisdiction's real estate laws and regulations before using this language]:*

Our duties are limited to the following:

- reviewing any brokerage listing agreement, offer form or sale agreements and recommending wording for any desired changes thereto;
- preparing a deed from you to your buyer; and,
- attending the sale closing, reviewing all closing documents, and recommending wording for any desired changes thereto.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same. The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.

**Legal Fees and Billing Statements:** [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]



**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_\_/page

Mileage: \_\_\_\_/mile

Facsimile charges: \_\_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_

[Client Name]

\_\_\_\_\_

[Date]

\_\_\_\_\_

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Buyer of Residential Real Estate

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_  
\_\_\_\_\_ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"  
and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as  
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or  
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship  
between our law firm and you.

**Scope of Representation:** We have been engaged to represent [name of client or clients] in  
connection with your purchase of residential real estate located at [address of residential real estate].  
We do not represent any other individuals or entities who are a party to or have an interest in the  
purchase, all of whom should engage their own counsel for legal advice or services. You represent  
that you do not know of any related legal matters that would require our legal services under this  
agreement. If such matters arise later, you agree that this agreement does not apply to any related  
legal matter, and a separate engagement agreement for provision of services and payment for  
those services will be required if you wish to engage our law firm to perform legal services pertaining  
to such matters.

*[Review your jurisdiction's real estate laws and regulations before using this language]:* Specifically,  
we will review the purchase and sale agreement and suggest any desired changes thereto; review  
the abstract, municipal lien certificate, mortgage plot plan, and all loan documents procured or  
prepared by your lender; review the zoning by law of [name of appropriate governmental unit]; furnish  
you with an oral report of compliance with a dimensional requirements as shown on the mortgage  
plot plan; and attend the closing and review all closing documents and suggest any desired  
changes thereto.

**Limited Scope of Representation:** The scope of our representation does not include advice or  
services regarding accounting, tax, personal financial matters or business management, and related  
non-legal matters and advice. If you wish for us to consult with other professionals retained by you  
regarding this matter, we will communicate with you in writing to confirm the scope of such consul-  
tations prior to initiating same.

The scope of our representation does not include title searches, surveys, inspections, and other  
non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor,  
surveyor, or other licensed professional to provide you with these services.

**Legal Fees and Billing Statements:** [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_\_/page

Mileage: \_\_\_\_/mile

Facsimile charges: \_\_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Forming and Representing a Limited Liability Company (LLC)

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent that you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand any of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_  
\_\_\_\_\_ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"  
and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as  
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship between our law firm and you.

**Scope of Representation:** We have been engaged to represent [name of client or clients] for the purpose of forming a new limited liability company [name of LLC]. [You may also want to specifically disclaim as clients the names of other people or entities that your firm is not representing and/or matters related to your representation that your firm is not handling.] Once [name of LLC] is formed, we will only represent [name of LLC] and we will no longer represent [name of initial client or clients]. You represent that you do not know of any related legal matters that would require legal services to be provided under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter, and a separate agreement for provision of services and payment for those services will be required if you wish our law firm to perform legal services pertaining to any related or additional matters.

Our representation will include the following services:

1. Preparation and filing of articles of organization with [appropriate Secretary of State];
2. Preparation of Form SS-4, Application for Employer Identification Number, for filing with the Internal Revenue Service;
3. Preparation of company bylaws and an operating agreement;
4. Review of state and federal securities laws regarding their application to ownership interests in the LLC. In the event ownership interests in the LLC are not exempt from registration with the SEC or state securities regulators, we will contact you to discuss additional services required, which are not within the scope of this representation;
5. Preparation of minutes of the initial meeting of the members of the LLC; and,
6. A review of the basic federal income tax considerations and in particular an analysis of the elements necessary to be classified as a partnership for general income tax purposes. We will prepare IRS Form 8832, Entity Classification Election, for filing.

This representation contemplates the formation of a limited liability company in accordance with the laws of the state of \_\_\_\_\_. The above services are typical services associated with the legal formation of the entity. Based on our discussions with you, additional services may be required. We will discuss such services with you and will issue supplementary engagement agreements as needed explaining the scope of those services, timing to complete same, and additional costs, as applicable.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

**Legal Fees and Billing Statements:** [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_\_/page

Mileage: \_\_\_\_/mile

Facsimile charges: \_\_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client One Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client One Signature]

\_\_\_\_\_  
[Client Two Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Two Signature]

\_\_\_\_\_  
[Client Three Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Three Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.



## Sample Engagement Agreement – Representing an Administrator/Executor

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand any of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us" and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as "You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or entity in this matter.

**Scope of Representation:** We have been engaged to represent you in connection with your role as administrator/executor of the \_\_\_\_\_ Estate. You represent that you do not know of any related legal matters that would require legal services to be provided under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter, and a separate agreement for provision of services and payment for those services will be required if you wish our law firm to perform legal services pertaining to any related or additional matter.

**Limited Scope of Representation:** We will provide those services that are necessary and appropriate to administer the \_\_\_\_\_ Estate, commencing with the petition to probate the will and have you qualified as administrator/executor. Typical services to be performed include the following:

- (a) Preparation and completion of all notices of appointment of you as administrator/executor and other notices with respect to creditors as are required by the laws of the State of \_\_\_\_\_ and rules of court having jurisdiction of the estate;
- (b) Assisting you in preparing a complete inventory of all assets of any kind or nature that are subject to probate, and any other non-probate assets such as life insurance, retirement benefits, and other assets;
- (c) Assisting you in a search for all debts, obligations, and contingent liabilities of the estate in order to determine the financial condition of the estate and advise you regarding any other actions that must be taken by you to secure, reinvest, or protect the assets and provide for the discharge of liabilities, including death taxes owed by the estate;
- (d) Preparation and completion of all interim reports to the probate court and the beneficiaries as required during the course of the administration of the estate;
- (e) Preparation of all tax returns for the estate, including federal estate tax and generation-skipping tax returns, state inheritance tax returns, local or state property tax returns, as well as federal and state fiduciary income tax returns. We will inform you of applicable due dates for these income tax returns;

- (f) While our duties extend solely to you in your capacity as administrator/executor of the estate, we will bring to your attention post-death planning issues of interest to the estate and its beneficiaries, such as alternative asset valuation options, use of disclaimers, funding of trusts as provided for in the estate plan, timing of the distribution of assets that is beneficial to the estate and any beneficiaries, and election of income tax benefits to the estate and beneficiaries. We specifically disclaim responsibility to bring these matters to the attention of the estate beneficiaries, who should consult with their own professional advisors;
- (g) Assisting you in planning for the payment of all death taxes and the source of funds to be used in payment of any tax obligations, as well as any elections for installment payment of taxes, if available;
- (h) Preparation of a plan of distribution of assets held in the estate, either outright or to separate continuing trusts, for the beneficiaries;
- (i) Preparation of all reports, notices, consents, receipts, and accountings for closing the estate and your discharge as administrator/executor; and
- (j) Counseling and advising you on any related questions or matters arising out of the administration of the estate.

If you engage other professional advisors on behalf of the estate, you agree to inform us of same and provide us with specific direction regarding the services they will perform and our responsibility to consult with them. We will communicate with you in writing to confirm the scope of such consultations prior to initiating same. If there are any other legal services that you wish us to perform for you as administrator/executor, we will first consult with you and supplement this engagement agreement before commencing those tasks.

**Identification of the Client:** You should understand that we represent you as administrator/executor. We do not represent the beneficiaries of the estate, even though we will, from time to time, provide them with information about the administration of the estate. In appropriate circumstances, we may advise beneficiaries to obtain independent counsel, as we do not represent them.

Apart from any applicable legal requirement to notify the beneficiaries that the will has been probated and the estate administration commenced, we plan to do so and to provide each beneficiary with a copy of the will. In doing so, we will make it clear that you, alone, are our client, in your capacity as the administrator/executor. Furthermore, we will keep the beneficiaries advised as the administration of the estate progresses; for example, by furnishing copies of the formal inventory of estate assets as soon as that has been formalized.

**[Additional Language if the Administrator/Executor is also a Beneficiary:** Because you are a beneficiary of the estate, we must advise you that we only represent you in your capacity as administrator/executor, and you should retain other legal counsel to advise you in your capacity as a beneficiary. To the extent you wish to engage us to represent you in your capacity as a beneficiary, please be advised that we can only accept the representation if there is no conflict of interest by reason of such relationship. For example, a conflict may arise in distribution of assets to you if one of the other beneficiaries should object to your individual ownership of partial interest in an estate asset; or by reason of the amount of compensation that you may claim. In the event you retain us and such a conflict arises, we reserve the right to resign from this portion of the representation based upon applicable legal ethics rules.]

**Legal Fees and Billing Statements:** [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_\_/page

Mileage: \_\_\_\_/mile

Facsimile charges: \_\_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. [*Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.*] We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Joint Representation

*Note: Attorneys should consult the rules of professional conduct and ethics opinions applicable to their jurisdiction prior to undertaking joint representations.*

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_  
\_\_\_\_\_ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"  
and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as  
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or  
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship  
between our law firm and you.

**Scope of Representation:** We have been engaged to represent [name of client or clients] for the  
purpose of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[describe matter or case with specificity]. [Consider disclaiming by name representation of other  
individuals or entities and/or other matters related to your representation to avoid confusion regard-  
ing who you represent.] You represent that you do not know of any related legal matters that would  
require legal services to be provided under this agreement. If such matters arise later, you agree  
that this agreement does not apply to any related legal matter. Therefore, a separate agreement  
for provision of services and payment for those services will be required if you wish our law firm to  
perform legal services pertaining to any related or additional matters.

**Joint Representation:** Representing all of you in the same matter (the "joint representation") provides  
a savings over the costs that would otherwise be incurred were each of you to retain separate  
counsel, but it also presents special ethical considerations. We will undertake your joint representa-  
tion if you agree in writing after consultation with us about the risks of joint representation. You may  
also consult with legal counsel other than us regarding this joint representation.

It is important that you understand that, because we will be representing all of you, you are  
considered our client, collectively. Ethical considerations prohibit us from agreeing with any of you  
to withhold information from the others. Accordingly, in agreeing to the joint representation, each  
of you are authorizing us to disclose to the other joint clients any matters related to the represen-  
tation that one of you might discuss with us or that we might acquire from any other source. In this  
joint representation, we will not give legal advice to any of you or make any changes in any of your  
legal pleadings or documents without your mutual knowledge and consent. Anything that any of you  
discusses with attorneys employed by our firm is privileged from disclosure to third parties, except  
(a) with your consent, (b) for communication with other advisors, or (c) as otherwise required or per-  
mitted by law or the rules governing professional conduct.

Conflicts of interest may arise with respect to the subject matter of our representation. Based on the information now available to us, we are not aware of any actual conflicts associated with this joint representation. If you become aware of anything you believe might suggest an actual conflict of interest, please bring it to our attention immediately. In addition, if you become aware of any strategic or other considerations that in your opinion potentially could develop into a conflict of interest involving any of you, we ask that you promptly call such matters to our attention.

If circumstances arise during the course of this matter that require or make it desirable that any of the joint clients obtain separate legal representation in this matter, our firm would be free to continue to represent the remaining members of the joint client group in this matter. By signing this engagement agreement and accepting our joint representation, you agree that, if it becomes necessary or desirable for any of you to retain other counsel, you will not seek to disqualify our firm from continuing to represent the remaining members that comprise the joint client, or any of them individually.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

*[For representations involving real estate, consider including the following language: The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.]*

**Legal Fees and Billing Statements:** [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_\_/page

Mileage: \_\_\_\_/mile

Facsimile charges: \_\_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client One Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client One Signature]

\_\_\_\_\_  
[Client Two Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Two Signature]

\_\_\_\_\_  
[Client Three Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Three Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Family Law

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_  
\_\_\_\_\_ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"  
and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as  
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or  
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship  
between our law firm and you.

**Scope of Representation:** We have been engaged to represent [name of client or clients] in your  
matrimonial dispute for the purpose of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[law firm should include only the items below that apply to this particular representation or incorporate  
other language if applicable]:

- Obtaining a divorce decree;
- Preparing a separation agreement;
- Attempting to negotiate a settlement;
- Commencing proceedings for a division of family assets, maintenance, and custody;
- Defending proceedings for a division of family assets, maintenance, and custody;
- Application to court for restraining orders, interim maintenance, interim custody,  
and possession of property;
- Obtaining financial disclosure from your spouse;
- Preparing for, attending, and conducting examinations for discovery;
- Preparing for and attending trial;
- Obtaining judgment, settling the order, and enforcing the order granted by the court.

By signing this engagement agreement, you are authorizing this law firm to appear in any lawsuit  
which has been or may be filed in this matter and to enter into discussions toward settlement  
or compromise of the matter as we deem advisable. We will not agree to any settlement of your  
matrimonial matter without your knowledge and consent.

[Consider disclaiming by name representation of other individuals or entities and/or other matters  
related to your representation to avoid confusion regarding whom you represent.] You represent  
that you do not know of any related legal matters that would require our legal services under this  
agreement. If such matters arise later, you agree that this agreement does not apply to any related



legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

This Agreement covers legal representation only through trial and/or final judgment or settlement. It does not include appeals, post-judgment contempt or enforcement, modifications or post-trial proceedings. This law firm's representation does not include other related matters, such as but not limited to temporary or permanent injunctions, bankruptcy proceedings, birth certificate amendments, or real estate transactions, unless specified in this engagement agreement. This law firm's representation does not include legal advice, the preparation, or enforcement of any post-judgment matters, such as but not limited to a Qualified Domestic Relations Order.

If after this representation terminates, you would like this law firm to represent you on any post-judgment matters related to your divorce, and this law firm agrees to represent you on such a post-judgment matter(s), a new engagement agreement must be entered into between you and this law firm before the legal representation commences. Alternatively, if you wish to seek new counsel for any post-judgment matters and/or this law firm does not wish to represent you on any post-judgment matters, the law firm may provide you with referrals to other law firms that provide representation on such post-judgment matters. You will be solely responsible for payment of any other law firm's legal fees and costs.

**Fees and Billing Statements:** [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_\_/page

Mileage: \_\_\_\_/mile

Facsimile charges: \_\_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**Ethical Conduct:** This law firm cannot be required to engage in conduct that is illegal, unethical, or fraudulent. In matters involving minor children, this law firm may refuse to engage in conduct that, in our professional judgment and knowledge of the law, would be contrary to the best interests of your minor child or children. If this law firm cannot ethically abide your directions, we shall be allowed to withdraw from representation.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Workers’ Compensation (Plaintiff)

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_  
\_\_\_\_\_ [name of law firm], hereinafter to as “Law Firm,” or “We” or “Our” or “Us”  
and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as  
“You” or “Client(s).” Moreover, Law Firm represents only you and represents no other individual or  
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship  
between our law firm and you.

**Scope of Representation:** We have been engaged to represent [name of client or clients] in  
connection with your workers’ compensation claim(s) against [name of defendant employer] arising  
out of an incident that occurred on [approximate date of injury/illness]. By signing this engagement  
agreement, you are authorizing this law firm to appear in any lawsuit which has been or may be  
filed in this matter and to enter into discussions toward settlement or compromise of the matter as  
we deem advisable. We will not agree to any settlement of your workers’ compensation matter  
without your knowledge and consent.

[Consider disclaiming by name representation of other people or entities and/or other matters  
related to your representation when there is a risk of confusion regarding whom you represent.] You  
represent that you do not know of any related legal matters that would require our legal services  
under this agreement. If such matters arise later, you agree that this agreement does not apply to  
any related legal matter, and a separate engagement agreement for provision of services and pay-  
ment for those services will be required if you wish to engage our law firm to perform legal services  
pertaining to such matters.

**Limited Scope of Representation:** The scope of our representation does not include advice or  
services regarding accounting, tax, personal financial matters or business management, and related  
non-legal matters and advice. If you wish for us to consult with other professionals retained by you  
regarding this matter, we will communicate with you in writing to confirm the scope of such consul-  
tations prior to initiating same.

This engagement agreement covers legal representation only through trial and/or final judgment  
or settlement. It does not include appeals, post-judgment contempt or enforcement, modifications  
or post-trial proceedings. If after this representation terminates, you wish to have this law firm rep-  
resent you on any post-judgment matters related to your workers’ compensation matter, and this law  
firm agrees to represent you on such a post-judgment matter(s), a new engagement agreement  
must be entered into between you and this law firm before the legal representation commences.  
Alternatively, if you wish to seek new counsel for any post-judgment matters and/or this law firm  
does not wish to represent you on any post-judgment matters, the law firm may provide you with  
referrals to other law firms that provide representation on such post-judgment matters. You will be  
solely responsible for payment of any other law firm’s legal fees and costs.

Additionally, the scope of our representation does not include advice or services regarding litigation or negotiation for settlement against any third parties that may be potentially liable to you for the injuries/illness that you suffered in connection with the workers' compensation claim described above. Similarly, the scope of our representation does not include advice or services regarding litigation or negotiation for settlement with respect to any employment law matters regarding any of your current or former employers. You should seek other counsel promptly in order to preserve your rights to pursue any judgment or settlement against any such third parties. This law firm may provide you with referrals to other law firms that provide representation in such third-party lawsuits. You will be solely responsible for securing other counsel and for payment of any other law firm's legal fees and costs.

**Legal Fees and Billing Statements:** We will submit a bill to you every \_\_\_\_ days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all expenses and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" provision [and if you have include a "Late Payment and Failure to Pay" provision, include the following language: "and 'Late Payment and Failure to Pay' provisions"] of this agreement for further information. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment, and the remaining amount will be subject to our contingency fee, as described below.

We will provide you with a summary statement listing these deductions at the time of any payment to you from a settlement or judgment.

In return for representing you in your workers' compensation matter, you agree to pay this law firm \_\_\_\_% of any amount received from [defendant-employer]. [Review your jurisdiction's workers' compensation statute when enumerating the percentage that will comprise your legal fee. If the statute contains a fee schedule, consider attaching that portion of the statute to the engagement agreement.] If no recovery is made, you owe no legal fees but remain responsible for any costs and disbursements.

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_\_/page

Mileage: \_\_\_\_/mile

Facsimile charges: \_\_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Copyright

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_  
\_\_\_\_\_ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"  
and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as  
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or  
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship  
between our law firm and you.

**Scope of Representation:** We have been engaged to represent [name of client or clients] in  
connection with the filing of your copyright application for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[describe copyright matter with specificity] As previously discussed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[describe copyright matter] appears to be eligible for copyright protection, and we must submit the  
following to the United States Copyright Office in support of your copyright application: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[describe what must be filed, including, but not limited to, a completed application form and non-  
refundable filing fee]. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Consider disclaiming by name representation of other individuals or entities and/or other matters  
related to your representation to avoid confusion regarding whom you represent.] You represent  
that you do not know of any related legal matters that would require our legal services under this  
agreement. If such matters arise later, you agree that this agreement does not apply to any related  
legal matter. Therefore, a separate engagement agreement for provision of services and payment  
for those services will be required if you wish to engage our law firm to perform legal services  
pertaining to such matters.

**Limited Scope of Representation:** The scope of our representation does not include advice or  
services regarding accounting, tax, personal financial matters or business management, and related  
non-legal matters and advice. If you wish for us to consult with other professionals retained by you  
regarding this matter, we will communicate with you in writing to confirm the scope of such consul-  
tations prior to initiating same.

**Legal Fees and Billing Statements:** We will submit a bill to you every thirty days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not the Copyright Office approves your copyright application. Please see the "Expenses" provision [and if you have include a "Late Payment and Failure to Pay" provision, include the following language: "and 'Late Payment and Failure to Pay' provisions"] of this agreement for further information.

On the basis of our time, charges are as follows:

- \$\_\_\_ per hour for the services of [name and position];
- \$\_\_\_ per hour for the services of [name and position]; and
- \$\_\_\_ per hour for the services of [name and position].

In consideration of our services, in matters in which the fee is based on time charges, we shall require a retainer of \$\_\_\_\_, of which the first \$\_\_\_\_ shall constitute our minimum fee for the services to be rendered. The retainer is to be applied to our time charges.

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

- Photocopying: \_\_\_/page
- Mileage: \_\_\_/mile
- Facsimile charges: \_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any

client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.



## Sample Engagement Agreement – Patent

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_  
\_\_\_\_\_ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"  
and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as  
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or  
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship  
between our law firm and you.

**Scope of Representation:** We have been engaged to represent [name of client or clients] in  
connection with the preparation and prosecution of patents related to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[describe patent matter with specificity.] [Consider disclaiming by name representation of other  
individuals or entities and/or other matters related to your representation to avoid confusion regard-  
ing whom you represent.] You represent that you do not know of any related legal matters that  
would require our legal services under this agreement. If such matters arise later, you agree that this  
agreement does not apply to any related legal matter. Therefore, a separate engagement agreement  
for provision of services and payment for those services will be required if you wish to engage our  
law firm to perform legal services pertaining to such matters.

**Limited Scope of Representation for Maintenance Fees/Annuities:** In order to better serve our  
clients' interests and in accordance with our law firm's policy, we do not provide services for handling  
the monitoring or payment of maintenance fees on U.S. issued patents or foreign patent annuities.  
In an effort to ensure that your patent assets are maintained at the highest standards we strongly  
suggest that you retain a professional service firm to monitor and pay fees and annuities on your  
behalf with the United States Patent and Trademark Office and other patent offices throughout  
the world.

**Required Information and Cooperation:** As you may know, the United States implemented  
significant changes to the patent laws under the America Invents Act (the "Act"). As of March 16, 2013,  
this Act transformed the U.S. patent system from one that awarded patents to the "first to invent"  
to one that now awards patents to the "first to file."

Your cooperation is critical to obtaining the earliest filing date for your patent application(s) and you  
agree that you will promptly respond to our questions and requests for information. The United  
States Patent and Trademark Office requires a complete disclosure of the invention such that a per-  
son of ordinary skill can review the disclosure and, then, make and use the invention without any  
experimentation. Accordingly, we will need both a high level, as well as a more detailed, and specific,

explanation of how the invention operates and how it is best implemented. A description of the problems that the invention solves and the inadequacy of existing systems in solving these problems also would be helpful. In addition, we ask that you please describe the previously unknown key features of your invention and explain why those features are not obvious in view of the existing technology and why those features are valuable.

Please also forward to us any drawings related to the invention, including any charts, system integrations, illustrations, etc. These will be extremely helpful in expediting the preparation and filing of your patent application.

We further ask that you please confirm that there has been no public disclosure of your invention. A patent is best filed before any public disclosure of the invention. In the United States, you have a one (1) year grace period from your initial public disclosure of your invention to file your patent application or your provisional patent application. Please note that certain international jurisdictions do not afford a grace period and any prior disclosure in the United States may foreclose the grant of patent protection in these countries.

**International Patent Counsel:** You may seek international patent protection based upon your United States Patent application by filing a single international application pursuant to the Patent Cooperation Treaty (the "PCT"). The PCT application does not itself result in the grant of a patent, but leads to a standard national application in each jurisdiction in which a patent is desired.

Prior to entry into this "national phase" of the international patent application process, you understand that separate counsel must be secured for each designated, national phase country. These international law firms will require that you execute a separate Power of Attorney that allows the firm to represent you in the specified country. You understand that by executing this Power of Attorney, you are creating an independent attorney client relationship with that firm.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

**Legal Fees and Billing Statements:** [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_\_/page

Mileage: \_\_\_\_/mile

Facsimile charges: \_\_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Trademark

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_  
\_\_\_\_\_ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us"  
and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as  
"You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or  
entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship  
between our law firm and you.

**Scope of Representation:** We have been engaged to represent [name of client or clients] in  
connection with the preparation and prosecution of the following trademark \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[describe trademark matter with specificity.] [Consider disclaiming by name representation of other  
individuals or entities and/or other matters related to your representation to avoid confusion regard-  
ing whom you represent.] You represent that you do not know of any related legal matters that would  
require our legal services under this agreement. If such matters arise later, you agree that this agree-  
ment does not apply to any related legal matter. Therefore, a separate engagement agreement for  
provision of services and payment for those services will be required if you wish to engage our law  
firm to perform legal services pertaining to such matters.

**Limited Scope of Representation for Maintenance Fees/Annuities:** In order to better serve our  
clients' interests and in accordance with our law firm's policy, we do not provide services for handling  
the monitoring or payment of maintenance fees on U.S. issued trademarks or foreign trademark  
annuities. In an effort to ensure that your trademark assets are maintained at the highest standards  
we strongly suggest that you retain a professional service firm to monitor and pay fees and annuities  
on your behalf to the United States Patent and Trademark Office and other patent offices through-  
out the world.

**Consent to Electronic Signatures:** In order to file and maintain your trademark applications and/or  
registrations with the Trademark Office, you will be required to electronically execute and return  
related documents to our offices. You understand that these documents will be forwarded to you  
by email and that your prompt response is necessary to obtain the earliest possible filing date for  
your trademark application(s) and/or to meet the necessary deadlines to maintain your trademark  
registrations.

You further understand that prior to filing your trademark application, we will need confirmation of the legal title of the owner, identification of associated goods and/or services, and the date of the first use of the mark, if any. Any errors in your trademark application regarding this information may jeopardize the validity of your trademark application or the resulting trademark application.

**International Trademark Counsel:** You have the option of seeking international trademark registrations, based upon your US application under the Paris Convention. You understand that it is critical to obtain the earliest possible foreign filing date. Please note that in many foreign jurisdictions, trademark rights are awarded to the first to file its application.

To obtain the benefit of your earlier U.S. filing date, you understand that you must identify and file your international application(s) within six (6) months of the filing date of your U.S. trademark application. You still may file international applications after this date, but you will not obtain the benefit of your earlier filing date. We will provide you with periodic reminders of these and all upcoming deadlines by email.

In addition, if you opt to pursue international trademark registrations, you understand that you will need separate international trademark counsel in these international jurisdictions. Before using any international trademark law firm, you must execute a separate Power of Attorney. You understand that by executing the separate Power of Attorney, you are creating an independent attorney-client relationship with the international trademark law firm, which is unrelated to the attorney-client relationship created by this Agreement.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

**Legal Fees and Billing Statements:** We will submit a bill to you every thirty days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not the preparation, prosecution and maintenance of the trademark matter described above is successful. Please see the "Expenses" provision [and if you have include a "Late Payment and Failure to Pay" provision, include the following language: "and 'Late Payment and Failure to Pay' provisions"] of this agreement for further information.

On the basis of our time, charges are as follows:

- \$\_\_\_\_ per hour for the services of [name and position];
- \$\_\_\_\_ per hour for the services of [name and position]; and
- \$\_\_\_\_ per hour for the services of [name and position].

In consideration of our services, in matters in which the fee is based on time charges, we shall require a retainer of \$\_\_\_\_, of which the first \$\_\_\_\_ shall constitute our minimum fee for the services to be rendered. The retainer is to be applied to our time charges.

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_\_/page

Mileage: \_\_\_\_/mile

Facsimile charges: \_\_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

Our firm will be required to pay various fees to the United States Patent and Trademark Office, [and foreign trademark agencies and foreign trademark intermediaries], in the course of procuring your trademark. These fees may vary based upon the type of application we agree to file and results of the trademark examination process. Typically, our firm will cover the costs of these fees which will then be itemized and billed to you directly. However, our firm reserves the right to request that you advance payment of these fees. Please note, that these fees do not include post-issuance maintenance fees for which our firm does not retain responsibility for payment as set forth in the above section titled: Limited Scope of Representation for Maintenance Fees/Annuities.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Insurance Defense Counsel in Tripartite Relationships (Letter to Insured)

We are pleased that our law firm has been retained by [name of Insurance Company] (“Company Name”) to represent you in [list lawsuit caption or describe potential litigation matter]. Our representation is limited to the matter as described below in the Scope of Representation section. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Scope of Representation:** We have been retained by (Company Name) to represent you in \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[describe case or matter with specificity and list lawsuit caption if applicable]. We also represent (Company Name) in the defense of this matter insofar as (Company Name’s) interests are aligned with your interests in that defense. This means that we will share relevant information, including confidential information, which we obtain during the course of our representation of you with (Company Name) as we defend the matter. We do not represent you or your insurance company as it pertains to your insurance coverage. For example, if the insurance company informs you that it is reserving its rights with respect to the defense and/or payment of any judgment or settlement in connection with this matter, you must seek other counsel to represent you on this insurance coverage issue. Moreover, if we learn information during our representation of you that may have a negative impact on your coverage or your relationship with your insurance company, we will not share that information with your insurance company. We may, however, be required to withdraw from representing you at that time due to the resulting conflict of interest.

[If the Insurance Company controls the defense]: Your insurance policy gives your insurance company the right to control and direct the defense and the right to decide whether to offer or accept any settlement agreement. We will proceed with your representation at the direction of your insurance company, but you may share any of your thoughts or concerns about how the case is being handled with us. If at any time during the course of our representation you have a serious disagreement with how the case is being defended, you need to alert us about your disagreement immediately. As noted above, we cannot become involved in any coverage issues or disputes between you and your insurer, so, if a situation of such disagreement arises, we recommend that you contact independent counsel of your choosing to discuss your options.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. Although we are your defense counsel in this matter, we are unable to provide any legal advice or counsel to you or your insurer with regard to coverage issues or any other matters of dispute between you and your insurer. Our representation of you in this matter is specifically limited to the claims alleged against you in the above-referenced litigation, including any



additional amended claims as permitted by the court or adjudicative entity. As such, we are not able to provide you with advice regarding uncovered claims or damages that may exceed your insurance policy limits. In addition, if there are claims made against you that your insurance carrier advises are not covered under your policy(ies) of insurance, and your carrier assigned independent counsel to represent you in those claims, our firm will explicitly not represent you in those claims identified in the carrier's reservation of rights or denial of coverage letter(s). We urge you to consult with your personal attorney or other counsel regarding these issues. Finally, you should discuss with your insurance agent whether you may have other coverage or excess coverage available.

**Counterclaim and/or Cross-claim:** If you believe that you have suffered injuries or damages relating to the alleged facts that give rise to the [lawsuit or potential litigation matter] or if you have another claim of any kind that arises out of the [lawsuit or potential litigation matter], then you may have the right to bring a counterclaim or cross-claim, and, in fact, these claims may be mandatory under the applicable requirements. In some instances, these causes of action must be filed in response to the complaint or they may be waived or forfeited. There are also statutes of limitations applicable to these claims. If you wish to bring a counterclaim or cross-claim, please advise [name of attorney handling the matter] immediately and in writing. We will inform you as to whether we can and will accept the representation on the counterclaim. If you believe that your insurance company is obligated to pay for the prosecution of the counterclaim or cross-claim, you must speak directly to your claims representative. Otherwise, if we accept the representation on the counterclaim, you agree to pay us directly pursuant to the terms of this agreement.

**Legal Fees and Billing Statements:** *Select one of the following first two paragraphs, either:*

Your insurance policy requires that you make a deductible payment to the insurance company [or, alternatively, self-insured retention payments with a \$\_\_ limit to us] before the insurance company will pay for your defense costs. Once the deductible payment [or, alternatively, self-insured retention payments with a \$\_\_\_ limit to us] is made, we will commence our representation of you and bill the insurance company for your legal fees and expenses.

*Or*

Your insurance company has asked us to bill you directly until your deductible of [\$ amount] [or, alternatively, self-insured retention payments with a \$\_\_\_ limit] has been paid in full. Therefore, until the deductible [or, alternatively, self-insured retention payment limit] has been paid in full, we will submit a bill to you every \_\_\_ days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements. You agree to pay all expenses and costs up to the amount of your deductible, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" provision [and if you have include a "Late Payment and Failure to Pay" provision, include the following language: "and 'Late Payment and Failure to Pay' provisions"] of this agreement for further information.

Your insurance policy has a depleting policy limit of [\$ amount of policy limit], which means that if and when that amount is reached in defending this matter, the insurance company is not obligated to pay any funds beyond the policy limit. Accordingly, if and when that policy limit is reached, you will be responsible to pay for any subsequent legal fees and costs.

On the basis of our time, charges are as follows:

\$\_\_\_ per hour for the services of [name and position];

\$\_\_\_ per hour for the services of [name and position]; and

\$\_\_\_ per hour for the services of [name and position].

From time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. We will, of course, notify you of such adjustments.

I will handle this matter in conjunction with [name of associate or partner], who is a(n) [associate or partner] with the law firm. Other individuals may assist with the case from time to time or even assume the case as lead attorney. The use of junior lawyers, paralegals, and law clerks results in a direct savings to you, since they can more economically perform tasks which do not require the attention of a senior partner. If you have any questions or concerns regarding delegation of responsibilities and work between attorneys, please contact us to discuss these issues.

It is our policy to describe services performed in a detailed manner so that you may be able to understand fully the services and the charges. If there are any questions relating to the services or the charges, we will be pleased to discuss them with you at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, you agree to notify us in writing or email within 30 days of receiving our billing statement if you dispute any entry for legal services or charges on any billing statement. In the absence of any written objections thereto within 30 days of your receipt of a billing statement, you will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

In addition, if as a result of our engagement, we are required to produce documents or appear as a witness in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation, or dispute involving you or any related persons, you are responsible for costs and expenses reasonably incurred by us (including professional and staff time at then-scheduled hourly rates and reasonable attorneys' fees and costs incurred by us).

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_/page

Mileage: \_\_\_/mile

Facsimile charges: \_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm along with the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

\_\_\_\_\_  
[Client]

\_\_\_\_\_  
[Date]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Preemptive Client Consent for Sole Practitioners

**Preemptive Client Consent—For Sole Practitioners Only:** In the event that I, [name of sole practitioner], die, suffer a serious disability, incapacity, disappear or otherwise cannot attend to my client matters, attorney [name of attorney who has agreed to perform this function for the above-named sole practitioner] may review your client file for the limited purpose of contacting you to inquire about where you prefer the file to be transferred or otherwise handled. [Name of attorney] will be acting as co-counsel on your matter only in the event of my death, serious disability, incapacity or disappearance, and his/her limited review of your file is not intended to waive the attorney-client privilege or client confidentiality associated with this representation.

For further information on succession planning, please consider the following resources:

- <https://www.azbar.org/for-lawyers/practice-tools-management/succession-planning/>
- <https://nysba.org/app/uploads/2020/01/NYSBA-Planning-Ahead-Guide-Second-Edition2.pdf>
- <https://www.iowabar.org/?pg=SuccessionPlanning>
- <https://www.wsba.org/for-legal-professionals/member-support/practice-management/transition-your-practice>

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Estate Planning (Individual)

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact \_\_\_\_\_ [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_ [name of law firm], hereinafter referred to as "Law Firm," or "We" or "Our" or "Us" and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as "You" or "Client(s)." Moreover, Law Firm is only representing you and represents no other individual or entity in this matter.

**Scope of Representation:** We have been engaged to represent you in connection with the following estate planning legal services [check all that apply]:

- Legal advice regarding how you would like to structure your estate plan
- Preparation and implementation of:
  - Revocable Trust Agreement(s)
  - Irrevocable Trust Agreement(s)
  - Durable Power of Attorney(s)
  - Pour Over Will(s)
  - Standard Will(s)
  - Advance Health Care Directive(s)
  - Advance Health Care Directive/Power of Attorney
  - Family Emergency Response Plan
  - Life Insurance Trust
  - Charitable Remainder Annuity Trust
  - Charitable Remainder Uni-trust
  - Charitable Lead Trust
- Legal review and advice with respect to existing estate planning document
- \_\_\_\_\_ [specify existing estate planning document]
- Other \_\_\_\_\_ [specify legal service to be performed].

You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same. (For representations involving real estate, consider including the following language: The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.)

*[If Client Has a Spouse or Partner, consider using the following provision.]*

**Confidentiality of Information:** It is common for spouses and partners to employ the same law firm to assist them in planning their estates. However, you have requested that we not represent your spouse/partner at this time. Since we are not representing your spouse/partner, anything that you tell us is confidential and we will not share such information with your spouse/partner or anyone else without your consent. Accordingly, if you want us to discuss any aspect of your estate plan or related issues with your spouse/partner, you must direct us to do so in writing.

Anything that you discuss with us is privileged and exempt from disclosure to any third parties, unless you authorize us to disclose such information, disclosure is required or permitted by law, or you disclose our discussions to a third party. Accordingly, please refrain from discussing the nature or substance of any of our discussions to any third parties in order to preserve the attorney-client privilege protections afforded to our discussions.

**Advance Waiver of Potential Conflicts of Interest:** Our law firm represents other individuals and businesses, including charitable organizations. You may name one or more of these individuals or entities to receive a gift or bequest. It is possible during the time that we represent you, some of our present or future clients may have transactions or disputes with you. We ask that you agree that we may continue to represent (or may undertake in the future to represent) existing or new clients in any matter that is not substantially related to matters in which we represent you, even if the interests of such clients in those other matters may be adverse to you. We will not waive your right to have our law firm maintain confidences or secrets that you disclose to our law firm, and we agree not to disclose them to any third party without your consent.

**Legal Fees and Billing Statements:** [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging

expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_\_/page

Mileage: \_\_\_\_/mile

Facsimile charges: \_\_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Estate Planning (Spouses or Partners)

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact \_\_\_\_\_ [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us" and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as "You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or entity in this matter.

**Scope of Representation:** We have been engaged to represent you in connection with the following estate planning legal services [check all that apply]:

- Legal advice regarding how you would like to structure your estate plan
- Preparation and implementation of:
  - Revocable Trust Agreement(s)
  - Irrevocable Trust Agreement(s)
  - Durable Power of Attorney(s)
  - Pour Over Will(s)
  - Standard Will(s)
  - Advance Health Care Directive(s)
  - Advance Health Care Directive/Power of Attorney
  - Family Emergency Response Plan
  - Life Insurance Trust
  - Charitable Remainder Annuity Trust
  - Charitable Remainder Uni-trust
  - Charitable Lead Trust
- Legal review and advice with respect to existing estate planning document

\_\_\_\_\_ [specify existing estate planning document]

- Other \_\_\_\_\_ [specify legal service to be performed].

You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.



**Joint Representation:** It is common for spouses/partners to employ the same law firm to assist them in formulating their estate plan, as you have requested us to do. Additionally, representing both of you in the same matter (the “joint representation”) provides a savings over the costs that would otherwise be incurred if each of you retains separate counsel. Nevertheless, joint representations also present special ethical considerations. We will undertake your joint representation if you agree in writing after consultation with us about the risks of joint representation. You also should consider consultation with legal counsel other than us regarding this joint representation.

It is important that you understand that, because we will be representing both of you, you are considered our client, collectively. Ethical considerations prohibit us from agreeing with any of you to withhold information from the other spouse/partner. Accordingly, in agreeing to the joint representation, each of you are authorizing us to disclose to the other joint clients any matters related to the representation that one of you may discuss with us or that we may acquire from any other source. In this joint representation, we will not give legal advice to any of you or make any changes in any of your legal pleadings or documents without your mutual knowledge and consent. Anything that any of you discusses with attorneys employed by our firm is privileged from disclosure to third parties, except (a) with your consent, (b) for communication with other advisors, or (c) as otherwise required or permitted by law or the rules governing professional conduct.

Conflicts of interest may arise with respect to the subject matter of our representation. Based upon the information now available to us, we are not aware of any actual conflicts associated with this joint representation. If you become aware of anything you believe might suggest an actual conflict of interest, please bring it to our attention immediately. In addition, if you become aware of any strategic or other considerations that in your opinion potentially could develop into a conflict of interest involving any of you, we ask that you promptly bring such matters to our attention.

If circumstances arise during the course of this matter that require or make it desirable that one of you obtains separate legal representation in this matter, our firm would be free to continue to represent the other spouse/partner this matter. By signing this engagement agreement and accepting our joint representation, you agree that, if it becomes necessary or desirable for one of you to retain other counsel, you will not seek to disqualify our firm from continuing to represent the remaining spouse/partner in an individual capacity.

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same. (For representations involving real estate, consider including the following language: The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.)

**Advance Waiver of Potential Conflicts of Interest:** Our law firm represents other individuals and businesses, including charitable organizations. You may name one or more of these individuals or entities to receive a gift or bequest. During the time that we represent you, some of our present or future clients may have transactions or disputes with you. We ask that you agree that we may continue to represent (or may undertake in the future to represent) existing or new clients in any matter that is not substantially related to matters in which we represent you, even if the interests of such clients in those other matters may be adverse to you. Please note that we will not waive your right to have our law firm maintain confidences or secrets that you disclose to our law firm, and we agree not to disclose them to any third party without your consent.

**Legal Fees and Billing Statements:** [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_\_/page

Mileage: \_\_\_\_/mile

Facsimile charges: \_\_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_

[Client Name]

\_\_\_\_\_

[Date]

\_\_\_\_\_

[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Representing Guardian or Conservator

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact \_\_\_\_\_ [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_ [name of law firm], hereinafter referred to as “Law Firm,” or “We” or “Our” or “Us” and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as “You” or “Client(s).” Please understand that we represent you solely in your role as [Guardian or Conservator]. We do not represent [the alleged disabled person or minor] that is the subject of this [guardianship or conservatorship] or any other interested parties. However, we may be required by statute to provide such interested parties with information in connection with this [guardianship or conservatorship], including decisions that affect [name of person or person’s estate that is the subject of the guardianship or conservatorship].

**Scope of Representation:** We have been engaged to represent \_\_\_\_\_ [name of client] in connection with your role as [Guardian or Conservator] for \_\_\_\_\_ [name of person or person’s estate that is the subject of the guardianship or conservatorship] to deliver the following legal services [select the relevant legal service listed below]:

- Attempting to secure your appointment as [Guardian or Conservator];
- Representing you in your capacity as [Guardian or Conservator] in litigation regarding \_\_\_\_\_ [describe matter to be litigated];
- Assistance in formulating a legal strategy or argument;
- Providing legal advice, including drafting a letter with a basic overview of facts and circumstances and law, options and proposals for the client, and overview of a special needs Trust;
- Drafting of a Will with a special needs Trust for the subject of the [guardianship or conservatorship];
- Drafting of suggested revisions to existing Will for the subject of the [guardianship or conservatorship];
- Drafting of revocation of existing Trust for Client for the subject of the [guardianship or conservatorship];
- Execution of a Will with a special needs Trust and revocation of existing Trust;
- Providing advice and counsel regarding laws relating to Medicaid application and the application process;

- \_\_\_ Representing you in an appeal in your capacity as [Guardian or Conservator];
- \_\_\_ Providing advice about a potential appeal;
- \_\_\_ Procedural assistance with an appeal; or
- \_\_\_ Other \_\_\_\_\_  
\_\_\_\_\_ [describe legal services to be performed].

**Limited Scope of Representation:** We may agree at a later time to extend the legal services that we provide to you on this matter or represent you on another separate matter. Any such extension of the existing representation or representation on a new matter will be the subject of a separate written agreement between the parties. In addition, the scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same. (For representations involving real estate, consider including the following language: The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.)

**Exception to Rule of Confidentiality:** Please be aware that the court is entitled to be kept informed of your activities as [Guardian or Conservator] and that you will have a duty to seek permission and approval of your actions as [Guardian or Conservator], such as how you spend funds on behalf of the [alleged disabled person or minor] or make changes to his/her living arrangements. The ultimate decision about the appropriateness of expenditures or changes in personal arrangements for [the alleged disabled person or minor] resides with the court, and you are required to act in the best interests of [the alleged disabled person or minor]. Accordingly, we require that you authorize us to inform the court of any actions or omissions on your part that have a material effect on [the alleged disabled person or minor], including but not limited to any acts or omissions that may constitute negligence, bad faith, or breach of your fiduciary duties.

**Legal Fees and Billing Statements:** [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_/page

Mileage: \_\_\_/mile

Facsimile charges: \_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Limited Scope Representation

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact \_\_\_\_\_ [name of attorney handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made between \_\_\_\_\_ [name of law firm], hereinafter to as "Law Firm," or "We" or "Our" or "Us" and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as "You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship between our law firm and you.

**Scope of Representation:** We have been engaged to represent \_\_\_\_\_ [name of client] for the purpose of [choose the relevant legal service listed below]:

- Advice about law and strategy related to an ongoing mediation, negotiation or litigation;
- Information about and assistance with about document preparation;
- Assistance with drafting discovery requests;
- Legal research;
- Assistance in formulating a legal strategy or argument;
- Review and analysis of your legal strategy;
- Advice about a potential appeal;
- Procedural assistance with an appeal; or
- Other

[In those jurisdictions that permit limited court appearances:]

- At the following deposition(s): \_\_\_\_\_; or
- In the court proceeding: \_\_\_\_\_ [if this appearance does not extend to all matters to be considered at this proceeding, identify the discrete issue(s) that will be the subject of this representation and clarify that the representation will end once the discrete issue(s) is/are resolved.

**Limited Scope of Representation:** We may agree at a later time to extend the legal services that we provide to you on this matter or represent you on another separate matter. Any such extension of the existing representation or representation on a new matter will be the subject of a separate written agreement between the parties. Additionally, the scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same. (For representations involving real estate, consider

including the following language: The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.)

**Legal Fees and Billing Statements:** [Include appropriate language from one of the contingent fee, hourly fee or flat fee engagement agreements above.]

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs. The costs to clients for photocopying, mileage, and faxes are listed below:

Photocopying: \_\_\_\_/page

Mileage: \_\_\_\_/mile

Facsimile charges: \_\_\_\_/page

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as “disbursements.” Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.



**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm’s office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Lead Counsel/Local Counsel

We, "Lead Counsel" and "Local Counsel", are pleased that you have engaged our law firms to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage either Lead Counsel or Local Counsel to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to any initiation of services by either law firm. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact \_\_\_\_\_ [name of attorney for Lead Counsel handling the matter] prior to signing this engagement agreement.

**Identification of Parties:** This Engagement Agreement is made among \_\_\_\_\_ [names of law firms with Lead Counsel listed first and Local Counsel listed second], hereinafter "Lead Counsel" and "Local Counsel," respectively, and \_\_\_\_\_ [name(s) of client(s)], hereinafter referred to as "You" or "Client(s)."

Moreover, Lead Counsel and Local Counsel represent only you and represent no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship among our law firms and you.

**Scope of Representation:** We have been engaged to represent [name of client or clients] for the purpose of \_\_\_\_\_

[describe matter or case with specificity]. [Consider disclaiming by name representation of other individuals or entities and/or other matters related to your representation to avoid confusion regarding whom you represent.] You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage either Lead Counsel or Local Counsel to perform legal services pertaining to such related matters.

**Limited Scope of Representation for Local Counsel:** [Lead Counsel and Local Counsel should agree on the scope of Local Counsel's duties and memorialize the scope in the Engagement Agreement. If Local Counsel's role is limited to attending hearings and reviewing pleadings prepared by Lead Counsel, the following language may be appropriate.] Local Counsel's responsibilities will include attending court hearings, overseeing all pleadings to ensure that each pleading is filed in the proper format, and providing advice concerning [relevant jurisdiction's] law and practice when appropriate. While Local Counsel will monitor the communications that we receive, it will not be Local Counsel's role to identify issues of importance, develop case strategy, or respond to any discovery unless there is a specific request in writing from Lead Counsel for Local Counsel to do so. [Local Counsel must not provide legal services that go beyond this provision of the Engagement Agreement or the provision may be deemed null and void and Local Counsel will be jointly liable for any errors made by Lead Counsel.]

**General Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same. (For representations involving real estate, consider including the following language: The scope of our representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate. You may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.)

**Legal Fees and Billing Statements:** *[In addition to determining whether the legal services to the client will be billed on an hourly, contingent, or flat fee basis, Lead Counsel and Local Counsel must determine and then memorialize to the client how the legal fees will be divided between the two law firms, who will bill the client and how often, who will maintain client funds, who will advance payments for expenses, and how the law firms will address nonpayment or partial payment issues with the client.]*

**Indemnification Agreement:** *[It may be beneficial for the law firms to enter into a joint indemnification agreement whereby the law firms agree that if one of them is negligent in providing legal services to the client, it will indemnify the other law firm from any liability for such negligence.]*

**File Retention and Destruction:** At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. *[Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.]* We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample engagement agreement is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Engagement Agreement – Court Appointed Representation

Dear Client ABC:

Pursuant to the Court's order in [case caption] entered on [date], [law firm name/lawyer name] has been appointed to represent [client name]. A copy of that order is enclosed for your records and review.

**Scope of Representation:** This appointment [has been made for the purpose of/is limited to] \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ [describe matter and scope with specificity].

[Consider disclaiming by name the representation of other individuals or entities and/or other matters related to your representation to avoid confusion regarding whom you represent]. If other related legal matters exist or later arise that would require our legal services, you understand and acknowledge that this appointment does not apply to any other related legal matters, absent the entry of a court order expanding [our appointment/the scope of our representation] and a new engagement agreement with our law firm.

Although our appointment has been designated pursuant to Court order, we also wish to confirm in writing the nature of the engagement and the terms of our representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement.

**Legal Fees and Billing Statements:** Pursuant to the Court's order and subject to [statutory/local rules/etc. requirements], [financially responsible party] will be responsible for all legal fees and expenses incurred by our law firm for our services. You acknowledge that [financially responsible party] and consent to our law firm accepting payment for our services from [financially responsible party].

In accordance with [the applicable statutory/local rules/requirements/procedures], and on the basis of our time, the charges are as follows:

\$\_\_\_\_ per hour for the services of [appointed attorney name and position];

\$\_\_\_\_ per hour for the services of [name and position]; and

\$\_\_\_\_ per hour for the services of [name and position].

From time to time, other individuals within our law firm may assist with the case. We will charge for their services at the [authorized/approved] rate not to exceed \$\_\_\_\_ [appointed attorney billing rate].

[We will submit a bill every \_\_\_\_ [days/months] to [the court/financially responsible party] for payment. Expenses will be stated separately on the bill and our fees will be charged [per the statutory/local rules/as indicated below]. Although [financially responsible party] will be providing payment for our services, please note that such payment does not and will not create an attorney-client relationship between our law firm and [financially responsible party], that such payment will not interfere with our law firm's professional judgment on your behalf, and that your information will remain confidential under [State] Rule of Professional Conduct 1.6. [If permitted: In the event that payment for our services is not received, we may seek reimbursement for all outstanding fees directly from you.]

**Expenses:** In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recoding fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photo-copying, facsimile transmission, telephone calls, travel, lodging, meals, and overtime for law firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing the billed service. However expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to [the financially responsible party] as our out-of-pocket costs.

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to [the financially responsible party] for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

**File Retention and Destruction:** At the conclusion of your matter, our representation will terminate and we will retain a client file of your matter for a period of no less than \_\_\_\_ years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we may destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the \_\_\_\_-year period, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stores by a third-party vendor. [Before including the following language, law firms should research whether their jurisdiction permits the following types of expenses to be charged to clients.] We research the right to charge administrative fees and costs associated with researching, retrieving, copying, and delivering such files. As delineated in the Expenses section of the Engagement Agreement.

**Withdrawal:** Subject to the terms of the Court order and our appointment in this matter, [as well as applicable statutory/regulatory/court/local rule requirements], in order for our firm to withdraw from representation or for you to terminate our services, court approval is required and must first be granted. Withdrawal or termination of our services as your counsel will not be effective absent court approval.

**Client Review of this Agreement:** You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. However you understand that pursuant to [the Court's order] dated \_\_\_\_ that our law firm's representation of you is/was effective on \_\_\_\_ and in order to amend our court-appointed engagement, court review and approval may first be required.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

By signing this agreement, I confirm that I have read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

These sample additional engagement letter clauses are for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Additional Engagement Letter Clauses

### **Late Payment and Failure to Pay**

If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all legal fees, expenses, administrative fees and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the legal and administrative fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

*[Before including the following language, law firms should research whether retaining liens are permissible in their jurisdiction and appropriate for a specific matter, as well as consider the risks of entering into a fee dispute with a client.]* We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid legal fees, expenses, administrative fees or disbursements.

### **Responsibilities of Law Firm and Client**

We will provide only legal services, as previously described in the “Scope of Representation” and “Limited Scope of Representation” sections of this engagement agreement. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court or administrative body.



We may provide to you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. In our experience, such information or events are educational, because a well-informed client will be better able to make decisions about the need for future legal representation. However, it is understood that such communications do not constitute legal advice, and do not create an attorney-client relationship beyond the scope of the representation described herein.

It is your duty to keep us informed of your mailing address and other contact information. If, at any time during the course of this representation, your address becomes unknown or we are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

### **Termination**

You may terminate this representation at any time with or without cause by notifying us in writing of your desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately. You will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until written notice of termination is received by our firm.

If you terminate the representation before the conclusion of the matter, we will be entitled to receive from the proceeds of any recovery a reasonable fee for the work we have performed based upon the amount of time required, the complexity of the matter, the time frame within which the work was performed, the responsibility involved, as well as our experience, ability, reputation, and the results obtained. This fee is in addition to any legal fees, expenses and disbursements incurred on your behalf that have not previously been paid by you.

To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provisions of this agreement.

### **Electronic Data Communication and Storage**

In the interest of facilitating our services to you, we may communicate with you or others by email, facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, our firm

makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you.

### **No Guarantee of Success**

It is expressly acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of any awards or distributions of property, attorney fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

### **Professional Liability Insurance**

*[Do not include unless required by jurisdiction; research applicable disclosure requirements and adapt the statement accordingly.]* Our law firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

### **Arbitration Clauses**

Lawyers may wish to include an arbitration clause in their engagement agreements. Before inserting an arbitration clause in an engagement agreement, lawyers should consult the relevant jurisdiction's laws and rules to ensure that such a clause is permitted. Arbitration clauses may be limited solely to fee disputes or may address any type of disputes between attorneys and clients, including legal malpractice claims. Sample language for such clauses may be found at:

Judicial Arbitration & Mediation Services:

[www.jamsadr.com/rules-streamlined-arbitration/](http://www.jamsadr.com/rules-streamlined-arbitration/)

American Arbitration Association:

[www.adr.org/clauses](http://www.adr.org/clauses)

Even if arbitration clauses are permitted in the relevant jurisdiction, lawyers should weigh the benefits and risks of the arbitration process versus a regular court proceeding. The decision on whether to use an arbitration clause in an engagement agreement entails a fact-specific and jurisdiction specific analysis.

CNA neither endorses nor discourages the use of arbitration clauses in engagement agreements.

### **Client's Insurance Policies**

Client should review all or your applicable insurance policies to determine if insurance coverage is available for the matter that is the subject of this representation. In the event you have available insurance coverage which may apply to the matter that is the subject of this representation, it is critical that you place the appropriate insurance carriers on notice immediately or you may jeopardize your rights to coverage under those policies. It is strongly recommended that you consult with your broker or underwriter to ensure that your rights to coverage under all applicable policies are protected. We do not undertake any responsibility to advise you as to the existence, applicability, or availability of insurance coverage for the matter[s] in which we are representing you, unless you have provided us with copies of your insurance policy or policies and expressly requested our advice as to potential coverage under such a policy or policies. If any insurance company undertakes the payment of any portion of our billing statements, you will remain responsible for any amounts not paid by the insurance company.

### **Law Firm's Right to Counsel**

During the course of our representation of you, issues may arise where we may wish to seek legal advice either within the law firm or from another law firm in order to determine how best to proceed in resolving a potential or actual conflict of interest or other issue relating to the representation we are providing under this agreement. Subject to the [relevant jurisdiction's] Rules of Professional Conduct, it is agreed that any communications exchanged between this law firm and its counsel under those circumstances will be afforded the same attorney-client privilege that attaches to the communications between you and our law firm. You will not be charged for any of the advice we seek on our behalf under this clause.

### **Governing Law**

This Engagement Agreement and all aspects of this attorney-client relationship will be governed by [relevant jurisdiction's] law, without regard to its choice of law principles.

### **Binding Agreement**

This Engagement Agreement represents the entire agreement between the parties, and no party is relying or is entitled to rely on any representations not expressly contained herein. In addition, no changes may be made to this agreement without the written consent of all of the parties thereto.

If any provision of this Engagement Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Engagement Agreement, which can be given effect without such provisions or application, and, to this end, the provisions of this Engagement Agreement are declared to be severable.

### **Experts, Consultants, Investigators, and other Non-Lawyer Professionals**

It may become necessary over the course of this representation for our law firm to hire expert witnesses, consultants, investigators, and other non-lawyer professionals. We will not hire such persons without your consent to hire them and your agreement to pay their fees and expenses. Your refusal to hire such persons could adversely affect the outcome of your matter. Additionally, if we deem the hiring of such persons as necessary to our representation of you, and you refuse to authorize such hiring, we may in our discretion withdraw from your representation, subject to the [relevant jurisdiction's] Rules of Professional Conduct.

### **Evergreen/Replenishing Retainer Requirement**

You agree to pay the law firm an initial retainer fee of \$\_\_\_\_\_ [amount] upon the date that this Engagement Agreement is executed by all parties. When we render monthly bills to you, we will use funds from the initial retainer to pay our monthly bills. If the amount of the initial retainer in the client trust account fall below \$\_\_\_\_\_ [amount], you agree to replenish the funds up to the amount of \$\_\_\_\_\_ [amount] within 14 days of your receipt of our monthly billing statement. Failure by you to replenish the funds to the amount of \$\_\_\_\_\_ [amount] within 14 days of your receipt of our monthly billing statement may cause the law firm to withdraw from our representation of you, subject to the [relevant jurisdiction's] rules of professional conduct. By law, any interest earned on funds in our client trust account will be paid automatically to the IOLTA ("Interest on Lawyer Trust Accounts") program of [relevant jurisdiction]. Any retainer funds paid by you and not used for legal and administrative fees or expenses will be refunded to you at the conclusion of the matter.

### **Protecting Client Confidentiality/Communications/Social Media**

Communications between you and our law firm are confidential. Such communications may also be subject to the attorney-client privilege, which means that no one but you, our law firm, and any third parties that we employ to assist with your representation would be entitled to know the contents of such communications. If our communications are shared with any outside third party, the attorney-client privilege may be lost and the communications may be required to be disclosed to an opposing party or others. 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. If you are unsure or confused as to whether you should make a disclosure to a third party, we ask that you consult with us so that we can determine whether any information should be disclosed and, if so, whether such information should be provided by you or us.

We advise you to refrain from communicating with us on any device provided by your employer or any computer, smart phone, tablet computer, or other device shared with someone else. In addition, when communicating with us, please do not use your work email address or a shared email account. You should utilize only a private email account that is password protected and accessed solely by you when you communicate with us.

We further advise that any communication or posting that you make on a social media site, such as Facebook or Twitter for example, may be subject to discovery, even in a private or restricted access security setting. Similarly, any email, text, or other type of communication that you send to an outside third party may be subject to discovery as well. In order to protect the confidential nature of our communications with you, please be thoughtful about what you decide to post or write and refrain from making any communications to others about the communications between our law firm and you.

### **Retention of Law Firm Rather than a Designated Attorney**

Client is retaining the Law Firm, rather than any designated attorney, and the legal services to be provided to you will not necessarily be performed by any designated attorney. If there is a change to the primary attorney handling your matter, we will notify you of such a change. *[If charging an hourly that designates by name the hourly billing rate of attorneys and support staff, consider using the following language.]* While the names and billing rates of certain attorneys [and support staff] are delineated in the "Fees and Billing Statements" provision of this Engagement Agreement, there is no guarantee that all of these individuals will work on your matter.

### **Retainer**

Our acceptance of any retainer deposit is not a representation, promise, or prediction that the legal fees and disbursements that will be incurred in this matter will be limited to the amount of the retainer deposit.

### **Diminished Capacity or Death of Client**

If concerns develop regarding your capacity during our representation of you, we may continue to represent you, in our discretion, and protect your interests consistent with our standards of practice and our ethical responsibilities. To the extent we can and choose to continue to act on your behalf, we will only take actions that we reasonably believe to be in your best interests and consistent with your wishes previously expressed to us.

If concerns develop about your capacity while we represent you and those concerns are brought to our attention, by signing this engagement letter, you authorize us to implement the following measures notwithstanding our duty of confidentiality to you: (1) to communicate with your immediate family, your physicians, your accountant and your other advisors and to disclose to them such pertinent, but limited, confidential information as we may determine to be reasonably appropriate to act in your best interests and carry out your wishes previously expressed to us, (which may include information that is protected by the attorney-client privilege); (2) to represent any person you have chosen to be your legal representative in the event that your mental capacity diminishes and a legal representative is needed; *[Before including the following language, law firms should research whether their jurisdiction permits law firms to petition the court to have a fiduciary appointed where the client objects.]* and (3) if necessary, to petition the court for the appointment of a fiduciary to protect you and your assets.

Similarly, after your death, the persons you have nominated to serve as the personal representatives of your estate and the successor Trustees of any revocable trust you may choose to establish are free to retain legal counsel of their choice. By signing this letter, you authorize us to represent any of those individuals in their fiduciary capacities, if they choose to retain us and we agree to represent them.

### **No Continuing Duty to Update on Changes to the Law**

Once this matter has concluded, our representation of you in this matter will be concluded. From that date forward, we will have no duty to inform you of changes in the law that may affect you or any legal instruments or documents that we prepared on your behalf. If at a later date you would like us to advise you on any changes in the law or review any legal instruments or documents, you may contact us to request such an engagement. If we decide to accept this new representation, a separate engagement agreement for provision of services and payment for those services will be required.

### **Client Use of Third Party to Communicate with Law Firm**

You have indicated that you need \_\_\_\_\_ [Name of relative/friend/translator/third party] to be present for our in-person and telephonic meetings in order for law firm and you to communicate in an efficient manner. We agree that having \_\_\_\_\_ [Name of relative/friend/translator/third party] is necessary for our communications and is not intended to waive the attorney-client privilege. We also remind you and \_\_\_\_\_ [Name of relative/friend/translator/third party] that we only represent you in this matter and are not providing any legal representation or services to \_\_\_\_\_ [Name of relative/friend/translator/third party] in this matter.

### **Wire Transfers**

Prior to sending any wire transfer of funds related to this representation, you must call our law firm to verify the instructions. We will not change wiring instructions. If you receive wiring instructions for a different bank, branch location, account name, account number, or other change, the change in wiring instructions should be presumed to be fraudulent. Do not send any funds and contact our law firm immediately. Failure to follow this procedure endangers your funds.

These sample additional engagement letter clauses are for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Awaiting Further Action Letter – Document Review

DATE

ADDRESS OF POTENTIAL CLIENT

Re: Potential engagement of law firm

Dear Mr./Ms. Potential Client:

This letter is being sent to confirm that this firm has consulted with you about representing you regarding [insert subject] matter on [insert date].

At this time, you have not engaged our firm and we are not representing you in this matter. We will not be representing you unless and until you advise us that you wish to proceed, you send us [insert documents needed to begin representation], and you provide us with time to review those documents and decide whether or not to accept the representation. In addition, you must provide us with \$\_\_\_\_\_ as a retainer fee before we will agree to represent you and begin to work on your matter.

If and when we receive the retainer fee, we will hold the funds in a lawyer's trust account and provide you with an engagement agreement, which will further specify the scope and circumstances of our representation. If the above conditions are met, you will also be responsible for paying fees, expenses and disbursements in excess of the funds that we hold.

Please note that time limits may apply to any claim you may have against third parties. If you wish to proceed with your claim, it is important to act **immediately**. Failure to do so may bar your claim based upon time limits established by statutory law, court rules or case law. If your claim is barred based upon time limits, you will not be able to pursue any action to recover damages or other relief. Because we are not representing you, we have not researched and have not advised you regarding the application of time limits to any claims you may have.

If we do not receive your request to represent you along with the above requested documents and retainer fee within 30 days of the date of this letter, we will assume that you do not wish to proceed and we will close our file.

If you have any questions, please feel free to contact me.

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

Certified Mail

Return Receipt Requested

This sample awaiting further action letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample awaiting further action letter to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Awaiting Further Action Letter – Retainer Fee

DATE

ADDRESS OF POTENTIAL CLIENT

Re: Potential engagement of law firm

Dear Mr./Ms. Potential Client:

This letter is being sent to confirm that this firm has consulted with you about representing you in the [insert subject] matter. Our firm requires payment of \$\_\_\_\_\_ as a retainer fee before we will agree to represent you and begin to work on your matter. **We do not represent you in your legal matter at this time and will not represent you in the future until our office has received the \$\_\_\_\_\_ retainer fee and you have executed the related engagement agreement we will prepare for your signature.**

When we receive the funds for your retainer fee, we will hold them in a lawyer's trust account and provide you with an engagement agreement which will further specify the scope and circumstances of our representation, and which you will be required to sign. If these conditions are met and we undertake your representation, you will also be responsible for paying all legal fees, expenses and disbursements incurred in excess of the retainer fee that we hold.

Please note that time limits may apply to any claim you may have against third parties. If you wish to proceed with your claim, it is important to act **immediately**. Failure to do so may bar your claim based upon time limits established by statutory law, court rules or case law. If your claim is barred based upon time limits, you will not be able to pursue any action to recover damages or other relief. Because we are not representing you, we have not researched and have not advised you regarding the application of time limits to any claims you may have.

At this time, we will do nothing further until we hear from you. We will be pleased to provide representation upon receipt of the retainer fee and execution of the engagement agreement.

If you have any questions, please feel free to contact me.

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

Certified Mail

Return Receipt Requested

This sample awaiting further action letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample awaiting further action letter to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.



## Sample Non-Engagement/Declination Letter

DATE

ADDRESS OF NONCLIENT

Re: Non-engagement of law firm

Dear Mr./Ms. Non-client:

This letter is being sent to confirm that this firm will not represent you in the [insert subject] matter. We have not investigated your case and are expressing no opinion as to its merits or the likelihood of whether you would prevail. Rather, we have decided to decline the representation. Enclosed with this letter are the documents that you provided to us. [List Documents.] [Alternatively, *you did not provide us with any documents when we met with you to discuss your case.*]

We strongly recommend that you consult with another attorney about this matter without delay to ensure that your rights will not be lost or jeopardized. Please note that time limits may apply to any claim you may have against third parties. If you wish to proceed with your claim, it is important to act **immediately**. Failure to do so may bar your claim based upon time limits established by statutory law, court rules or case law. If your claim is barred based upon time limits, you will not be able to pursue any action to recover damages or other relief. Because we are not representing you, we have not researched and have not advised you regarding the application of time limits to any claims you may have.

Again, we will not be representing you in this matter and will not be taking action on your behalf. Thank you for your consideration of our firm.

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

Certified Mail

Return Receipt Requested

This sample declination letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample declination letter to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Corporate Transparency Act/Beneficial Ownership Reporting Outside Scope of Representation

Assisting you with your compliance with the Corporate Transparency Act (“CTA”), including beneficial ownership information (“BOI”) reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with the CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with another law firm if you have questions regarding the applicability of the CTA’s reporting requirements, as well as issues surrounding the collection of relevant ownership information.

## Sample Conflict of Interest Waiver – Unrelated Matters, Waiver Letter to Current Client Being Represented

Dear Client ABC:

This waiver letter confirms that you have asked us to represent you with respect to [describe matter] adverse to [XYZ]. As you are aware from our previous discussion, our law firm currently represents [XYZ] with respect to [describe matter(s)]. The factual and legal issues likely to arise in the work that you have asked us to perform appear to be unrelated to the work we are presently performing or appear likely to perform for [XYZ]. However, since [XYZ] is a current client of ours, any work that we perform for you that is adverse to [XYZ] will create a conflict of interest. You acknowledge that we have informed you of our representation of [XYZ] and you have agreed to waive this conflict of interest. It is also our understanding that [XYZ] has agreed to waive this conflict of interest.

In deciding whether or not to consent, you should consider how our representation of [XYZ] as described above could or may affect you. For example, clients that are asked to waive or consent to conflicts should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information or other proprietary matters will be used adversely to them due to the conflict.

Please be aware that the Rules of Professional Conduct require that we represent all of our clients with diligence and that we protect and maintain their confidences. Accordingly, we will not disclose or use any information that we may have acquired about [XYZ] in our representation of [XYZ] to you. Similarly, we will not disclose to [XYZ] any confidential information that we acquire about you as a result of our representation of you. The conflict waiver merely allows us to represent you in this matter. We do not believe that our obligations of loyalty and confidentiality to [XYZ] will impair our ability to represent you in this matter.

Although we are asking you to waive this conflict of interest so that we can represent you in this matter, you are not obligated to do so. We are pleased to answer any further questions that you may have about this matter. Although you are not required to do so, we recommend that you seek the advice of a lawyer outside of our firm if you have any questions or concerns about whether you should sign this conflict waiver.

Please respond to this request by either signing and returning this waiver letter or informing us that you decline to waive this conflict of interest. As we cannot continue to represent you unless you agree to waive the conflict, if we do not receive your response by [date] we will contact you regarding our withdrawal from this representation.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample waiver letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample waiver letter to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar waiver letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Conflict of Interest Waiver – Unrelated Matters, Waiver Letter to Current Client Being Opposed

Dear Client XYZ:

This waiver letter confirms our law firm's previous discussion with you on [Insert Date] about [ABC's] request to have us represent it in connection with [describe matter] against you. As you are aware, this firm also represents you with respect to [describe matter(s)]. The factual and legal issues likely to arise in the work that you have asked us to do appear to be unrelated to the work that we have been asked to or appear likely to perform for [ABC]. However, since you are a current client of ours, any work that we perform for [ABC] that would be adverse to you would create a conflict of interest. You acknowledge that we have informed you of [ABC's] request to represent [ABC] in the [describe matter] and you have agreed to waive the conflict of interest associated with this representation. It is also our understanding that [ABC] has agreed to waive this conflict of interest.

In deciding whether or not to consent, you should consider how our representation of [ABC] as described above could or might affect you. For example, clients that are asked to waive or consent to conflicts typically should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidences or secrets will be used adversely to them due to the conflict.

Please be aware that the Rules of Professional Conduct require that we represent all of our clients with diligence and that we protect and maintain the confidences of our clients. Accordingly, we will not disclose or use any information that we may have acquired about you in our representation of you to [ABC]. Similarly, we will not disclose to you any confidential information that we acquire about [ABC] as a result of our representation of [ABC]. The conflict waiver merely allows us to represent [ABC] in this new matter. We do not believe that our obligations of loyalty and confidentiality to [ABC] in this new matter will impair our ability to represent you in other matters.

Although we are asking you to waive this conflict of interest to allow our firm to represent [ABC] in this new matter, you are not obligated to do so. We are pleased to answer any further questions that you may have about this matter. Although you are not required to do so, we urge you to seek the advice of a lawyer outside of our firm if you have any questions or concerns about whether you should sign this conflict waiver. Please respond to this request by [date] by either signing and returning this waiver letter or informing us that you decline to waive this conflict of interest.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample waiver letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the form to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar waiver letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Conflict of Interest Waiver – Waiver Letter to Former Client

Dear [Former Client]:

This waiver letter confirms our law firm’s discussion with you on [date] about our prior representation of you in [describe previous transaction]. As you are aware from our conversation, we are now representing [current client] in [describe current transaction], which is substantially related to our prior representation of you. As our former client, we have a duty of confidentiality and loyalty to you in connection with those matters in which we represented you. Since [current client] has asked us to represent him/her in [describe current transaction], their interests are adverse to yours in a matter that is substantially related to our prior representation of you. This creates a conflict of interest. You acknowledge that we have informed you of our representation of [current client] in [describe current transaction], and you have agreed to waive this conflict of interest.

We do not believe that any information that we may have acquired in our past representation of you poses a substantial risk to you now as a result of our representation of [current client], but you should consider this issue. Under the Rules of Professional Conduct applicable to our firm, we are prohibited from disclosing to [current client] any information about you that we learned as a result of our prior representation of you without your informed consent. We will not disclose such information without your informed consent nor will we use such information in our representation of [current client] in this matter. The conflict waiver merely allows us to represent [current client] in this matter.

We cannot provide you with legal advice with respect to this matter or this waiver, and, although you are not required to do so, we recommend that you seek the advice of a lawyer outside of our firm if you have any questions about whether you should sign this conflict waiver.

Although we are asking you to waive this conflict of interest to allow our firm to represent [current client] in this matter, you are not obligated to do so. We are pleased to answer any further procedural questions that you may have about this waiver process. Please respond to this request by [date] by either signing and returning this waiver letter or informing us that you decline to waive this conflict of interest.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample conflict of interest waiver is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample conflict of interest waiver to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar waivers in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Conflict of Interest Waiver – Waiver Letter to Current Client

Dear [Current Client]:

This waiver letter confirms our law firm’s discussion with you on [date] about our prior representation of [former client] and our current representation of you in connection with [describe current transaction]. As you are aware from our conversation, we represented [former client] in [describe former transaction]. As our former client, we have a duty of confidentiality and loyalty to [former client] in connection with those matters in which we represented them. Because you have asked us to represent you in [describe current transaction], this representation is adverse to our former client and is substantially related to our prior representation of them. This creates a conflict of interest. You acknowledge that we have informed you of our prior representation of [former client], and you have agreed to waive this conflict of interest.

Under the Rules of Professional Conduct applicable to our firm, we are prohibited from disclosing to you any confidential information about [former client] that might be relevant and useful in our representation of you. We do not believe that our obligations of confidentiality to [former client] will impair our ability to represent you in this matter. The conflict waiver merely allows us to represent you in this matter.

Although we are asking you to waive this conflict of interest to allow our firm to represent you in this matter, you are not obligated to do so. We are pleased to answer any further questions that you may have about this matter. Although you are not required to do so, we recommend that you seek the advice of a lawyer outside of our firm if you have any questions or concerns about whether or not you should sign this conflict waiver.

Please respond to this request by either signing and returning this waiver letter or informing us that you decline to waive this conflict of interest. As we cannot continue to represent you unless you agree to waive the conflict, if we do not receive your response by [date] we will contact you regarding our withdrawal from this representation. Thank you.

ACKNOWLEDGED AND AGREED TO:

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Client Signature]

This sample conflict of interest waiver is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample conflict of interest waiver to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar waivers in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Closing Matter/Disengagement Letter

DATE

ADDRESS OF CLIENT

Re: End of Representation in Case/Matter # \_\_\_\_\_

Via Certified Mail

Return Receipt Requested

Dear Mr./Ms. Client:

Thank you again for selecting our firm to represent you with respect to case/matter # \_\_\_\_\_.

This letter is being sent to confirm that case/matter # \_\_\_\_\_ is now concluded and we will be closing our file, as our representation of you has terminated. Enclosed with this letter are our final invoice and any original documents related to your case/matter that we have not previously returned to you, as listed in the appendix. [Alternatively, *we have previously returned to you all original documents related to your case/matter.*] In accordance with our firm's document retention policy, we will retain your legal file for \_\_\_\_ years from this date. At the expiration of this period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

In the event that you need legal representation in the future, I hope that you will consider engaging our law firm again. Thank you for allowing us to represent you in this matter.

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

Enclosures

This sample closing matter/disengagement letter is for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample closing matter/disengagement letter to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar letters in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Departure Notice Letter – Joint Notice (Preferred Method)

Dear Client ABC:

This letter is being sent to inform you of [Departing Lawyer]’s [recent/forthcoming] departure from [Old Law Firm Name]. [Departing Lawyer]’s last day with this law firm [will be/was] on [Date], and [he/she/they] [will/has] transition[ed] to practicing with [New Law Firm Name] on [Date of new employment].

As you know, [Departing Lawyer] was the attorney within this firm primarily responsible for representing you in your [nature/scope of representation] matter. In light of [Lawyer’s Name]’s departure, and under the [State] Rules of Professional Conduct, this letter provides you with information regarding your choice of counsel on a going forward basis. Based upon [Name]’s departure, you have the right to determine how you wish to proceed with your representation in this matter: 1) you may choose to be represented by [Departing Lawyer] with their new law firm; 2) you may choose to continue being represented by our law firm; or 3) you may choose to select a new lawyer/law firm as your counsel.

If you decide that you wish to have our law firm continue representing you, your matter will be primarily handled by [Lawyer Name], and your [file/documents/property/retainer funds] will remain with our law firm. You will continue to be billed in the same manner and future payments will remain the same. If you decide to have [Departing Lawyer] continue representing you, or if you decide to have a new lawyer represent you, our firm will work through the appropriate channels to ensure that [your client file/documents/property] are transferred promptly to minimize and avoid any disruption to your matter.

Please note, however, that any outstanding balance on your account must first be settled, and you will continue to be responsible for the costs of our services which you have already incurred and which our firm has already provided, per the terms and conditions agreed upon in our engagement agreement. *[Depending upon jurisdiction: Our firm also may assess to you reasonable fees for the costs of duplicating/copying/returning/transferring your client file].* Please refer back to our engagement agreement for specific information regarding administrative costs, expenses and any outstanding fees.



[Any funds remaining in our firm's client trust account will be handled according to the procedure set forth in our engagement agreement.]

We want to ensure that you have adequate time to evaluate your options. In order to ensure minimal disruption to your matter, we request that you promptly notify us of your decision regarding your choice of counsel. You may do so by [responding to this email with your choice of counsel/returning this letter indicating your choice below] by [response date]:

- Remain with [Current Law Firm];
- Transfer my matter and files with [Departing Lawyer] to [New Law Firm];
- Retain new counsel: \_\_\_\_\_ [Name of New Law Firm];
- Elect to retain the file myself and will decide on new counsel in the future.

If you have any questions or wish to discuss further, please contact us at: [contact information for departing attorney and former firm].

Sincerely,

[Law Firm Name]

[Departing Lawyer's Name]

These sample additional engagement letter clauses are for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Departure Letter – Unilateral Notice

*Notice regarding Unilateral Notice and Use of this Sample Letter: Although it may be permissible in certain jurisdictions to send a unilateral departure letter to clients after notifying the law firm of your departure, the recommended best practice upon departure, as delineated in ABA Formal Opinion 489, is that departing lawyers and law firms should cooperate in jointly notifying clients about a lawyer's impending departure. Such joint notices not only reflect that the lawyer and law firm are cooperating to facilitate continued representation, but also assure the client that they continue to maintain the absolute right to determine how to proceed and that their interests will not be affected as a result of the departure or their decision. Please refer to our publication "The Logistics of a Lateral Move Between Law Firms" for more guidance on the lateral move and departure process.*

Dear Client ABC:

This letter is being sent to inform you that I have recently decided to seek a new professional opportunity and [have taken/will take] a position with [New Law Firm Name]. As such, I will be departing from my role with [former Law Firm], effective [date].

Given my work on your [nature/scope] matter, and under the [State] Rules of Professional Conduct, I wish to provide you with this notice and also inform you of your right to select your legal counsel on a going forward basis. My move to [New Law Firm] will have no effect on my ability to represent you, if you so choose. However, as the client, you have the absolute right to determine how you wish to proceed with respect to [Former Law Firm]'s work on your matter. You may choose to: 1) continue being represented by [Former Law Firm]; 2) have your matter transferred with me to my new law firm; or 3) proceed with a different [lawyer/law firm].

In order to ensure continuity of representation, I request that you consider your options and promptly respond [by email/returning this letter to both me and Former Law Firm] with your selection by [date]:

- Remain with [Current Law Firm].
- Continue representation with [Departing Lawyer] and request that my client files be transferred to [New Law Firm] promptly.
- Retain new counsel: \_\_\_\_\_[Name of New Law Firm];
- Elect to retain the file myself and will decide on new counsel in the future.

Irrespective of your decision, it is both my professional duty and my personal commitment to work with all parties to ensure a smooth transition and minimal disruption to your matter as I depart.

Please note, however, that you will continue to be responsible for the fees of any and all services provided by [Former Law Firm]. [Depending on jurisdiction: Former Law Firm also may assess to you fees to cover the costs of duplicating/copying/returning/transferring your client file].

[Any funds remaining in our firm's client trust account will be managed according to the procedure set forth in your engagement agreement with [Former Law Firm].]

Sincerely,

[Law Firm's Name]

These sample additional engagement letter clauses are for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Law Firm Closure Letter – Notice to Active Clients

Dear Client ABC:

This letter is being sent to inform you that I/we have made the decision to close my/our law firm [and/or retire from practicing law]. This decision to close my law practice is based on [summary of reasons for closure]. Accordingly, once my/our law firm closure is complete, I/we will no longer be able to represent you with respect to your [nature/scope of representation(s)]. You are being informed in advance of the closure in order to provide you with time to make certain decisions about how to proceed with your [case/matter].

My/Our anticipated date for closure of this law firm is [closure date].

I/we strongly recommend that you consult with another attorney without delay regarding representation in this matter. Promptly selecting new counsel will ensure minimal delay to your matter and that your position, rights, claims, or defenses are not lost or jeopardized during the transition. Although the choice of whom to select as your new counsel is yours, I/we can provide you with a list of attorneys who practice in the same area of law upon your written request. The [local/state bar association] also maintains a list of attorneys and a lawyer referral service that you may wish to utilize in selecting new counsel. Alternatively, and although not recommended, you may decline to select new counsel at this time and proceed pro se. In either case, the decision is yours, and you will have my/our full cooperation in transitioning your matter based upon your decision and instructions.

*If the matter involves litigation:*

[In light of the pending litigation, I/we also must submit to the court a motion to withdraw as counsel of record. I/we plan to submit this motion to the court on or approximately [date].]

Please notify me/us immediately upon your decision to select new counsel [and prior to date that we intend to submit the motion to withdraw so that we may notify the court of involvement of successor counsel], as well as the name and contact information for your new attorney. I/We will cooperate in transferring any client file materials either to you or to any successor counsel upon your written instructions in order to minimize any disruption to your matter.

Please note that, as per our engagement agreement and our firm's document retention policy, I/we [or other designated attorney to be named here] will maintain a client file of your closed matter for a period of no less than \_\_\_ years from [date of withdrawal/termination/office closure] and may store some or all client file materials in a digital format. At the expiration of the \_\_\_-year period, we may destroy all client file materials unless you notify us in writing within 60 days of the date of this letter that you wish to take possession of them.

According to the procedure set forth in our engagement agreement, within the coming [weeks/ months], I/we will conduct a comprehensive accounting of any funds maintained in the client trust account. The accounting also will include outstanding legal fees and expenses. I/we will provide you with that accounting and a final bill.

It has been a pleasure representing you in your matter[s], and I/we appreciate your selection of our firm to help with your legal needs. If you have any questions or wish to discuss this process in greater detail, please contact me at [contact information] until [law firm closure date]. If you wish to contact me after that date, you or your new counsel may contact me at: [contact information post-firm closure].

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

These sample additional engagement letter clauses are for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Law Firm Closure Letter – Notice to Former Clients

Dear Client ABC:

This letter is to inform you that I/we have made the decision to close my/our law firm [and/or retire from practicing law]. This decision to close my law practice is based on [summary of reasons for closure]. My/Our anticipated date for closure of this law firm is [closure date].

Although our firm's representation of you has already concluded, and there are no pending or active matters in which we represent you, I/we nonetheless wish to provide you with this notice as it may affect your ability to contact me/us in the future and your ability to retrieve any materials retained as part of your client file.

*If law firm is within the document retention time period:*

[Please note that I/we have maintained a client file of your closed matter pursuant to the terms of our engagement agreement and our firm's document retention policy, for a period of no less than \_\_\_ years from [date of withdrawal/termination/matter closure/disengagement], with some or all client file materials stored in a digital format. I/we [or other designated attorney to be named here] will continue to maintain a client file of your closed matter for the duration of the \_\_\_-year period following [date of withdrawal/termination/matter closure/disengagement] and may continue to do so in a digital format. At the expiration of the \_\_\_-year period following [date of withdrawal/termination/matter closure/disengagement], we may destroy all client file materials unless you notify us in writing within [60 days] of the date of this letter that you wish to take possession of them.

*If law firm is outside of the document-retention time period:*

[Please note that, pursuant to the terms of our engagement agreement and our firm's document retention policy I/we were required to maintain a client file of your closed matter for a period of no less than \_\_\_ years from [date of withdrawal/termination/matter closure/disengagement], with some or all client file materials stored in a digital format. As the \_\_\_-year period following [date of withdrawal/termination/matter closure/disengagement] has since expired, we may destroy all client file materials unless you notify us in writing that you wish to take possession of them. In order to take possession of these materials before their destruction, please notify us in writing within 60 days of the date of this letter.

It was a pleasure representing you in your matter[s], and I/we appreciate you selecting our firm to help with your legal needs. If you have any questions or wish to discuss this process in greater detail, please contact me at [contact information] until [law firm closure date]. If you wish to contact me after that date, you may contact me at: [contact information post-firm closure].

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

These sample additional engagement letter clauses are for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample engagement agreement to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Termination/Withdrawal Letter – Where Client Elects to Terminate Representation

This letter confirms that in accordance with your instructions, we will no longer be representing you in connection with \_\_\_\_\_ [Describe Matter] and that our attorney-client relationship has ended as of \_\_\_\_\_ [Date]. To the extent that you require the services of an attorney, we strongly recommend that you consult with another attorney without delay to ensure that your rights will not be lost or jeopardized. Please note that time limits may apply to any claim [or defense] that you may have. If you wish to proceed with your claim [or defense], it is important to act **immediately**. Failure to do so may bar your claim [or defense] based upon time limits established by statutory law, regulations, court rules, court orders, or case law. If your claim [or defense] is barred based upon time limits, you will not be able to pursue any action to recover damages or other relief [or defend against actions to recover damages or other relief].

Subject to the permissible assertion of any lien rights that we may have and any applicable copying costs, we will cooperate in transferring client file materials either to you or successor counsel upon your written instructions.

Sincerely,

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[Lawyer's Name]

---

[Law Firm's Name]

Certified Mail

Return Receipt Requested

[Any terminations/withdrawals must comply with the relevant jurisdiction's corollary to ABA Model Rule 1.16: Declining or Terminating Representations. Any matters pending before a tribunal normally require the permission of the tribunal for the lawyer or law firm to withdraw.]

These sample termination/withdrawal letters are for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample termination/withdrawal letters to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

## Sample Termination/Withdrawal Letter – Where Law Firm Elects to Terminate Representation

Pursuant to the terms of our Engagement Agreement, this letter confirms that we have decided to terminate our representation of you in connection with \_\_\_\_\_  
[Describe Matter] and that our attorney-client relationship has ended. Unfortunately, the difficulty that we have experienced in [law firm should include only the items below that apply to this particular representation or incorporate other language if applicable:]

- collecting our legal fees and expenses from you
- agreeing upon an appropriate course of action
- communicating with you

have led us to conclude that we can no longer represent you in this matter.

To the extent that you need an attorney's services, we strongly recommend that you consult with another attorney without delay to ensure that your rights will not be lost or jeopardized. Please note that time limits may apply to any claim [or defense] that you may have. If you wish to proceed with your claim [or defense], it is important to act **immediately**. Failure to do so may bar your claim [or defense] based upon time limits established by statutory law, court rules, court orders, or case law. If your claim [or defense] is barred based upon time limits, you will not be able to pursue any action to recover damages or other relief [or defend against actions to recover damages or other relief].

Subject to the permissible assertion of any lien rights that we may have and any applicable copying costs, we will cooperate in transferring client file materials either to you or successor counsel upon your written instructions.

Sincerely,

[Lawyer's Name]

[Law Firm's Name]

Certified Mail

Return Receipt Requested

[Any terminations/withdrawals must comply with the relevant jurisdiction's corollary to ABA Model Rule 1.16: Declining or Terminating Representation. Any matters pending before a tribunal normally require the permission of the tribunal for the lawyer or law firm to withdraw.]

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## Sample Disclosure Letter – Material Error or Omission

Dear Client ABC:

This letter confirms our law firm’s recent discussions with you regarding the status of your matter and our disclosure of [our actions/error(s)] which occurred during our firm’s representation of you in connection with your [description of matter/scope] matter.

As you recall, on [date], [individual lawyer names] spoke with you [method of communication] and informed you of our firm’s actions related to your [matter description] and the current status of that matter. We informed you that \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ [summary of act/error/omission].

We also informed you that as a result, \_\_\_\_\_

\_\_\_\_\_ [summary of consequences of actions].

We discussed your potential options going forward, including our possible withdrawal from representing you, as well as \_\_\_\_\_

\_\_\_\_\_ [summary of other discussed options],

and you informed us that \_\_\_\_\_

\_\_\_\_\_  
[summary of client’s position as of time of discussion and/or client’s current stated position].

Although we regret this occurrence, we are informing you regarding this situation and wish to ensure minimal disruption, if any, to your matter going forward.

You may wish to consult with an independent lawyer or law firm with respect to the potential impact of our law firm’s [actions/errors] on your potential rights or claims that you may have.

*[Certain jurisdictions require that lawyers inform their clients if/when they may have a malpractice claim against the law firm. Please be sure to research the specific requirements of your state/jurisdiction to determine whether or not disclosure of the error to the client also requires disclosure of the existence of a malpractice claim. If your state/jurisdiction has such a requirement, substitute the previous sentence with this sentence: You may wish to consult with an independent lawyer or law firm with respect to a potential legal malpractice claim against our law firm.]*



*If client has elected to continue with representation:*

[As we also discussed, and at your request, our law firm will continue to represent you in this matter. We believe that we can continue to provide competent and diligent representation in your matter. To that end, we discussed the [potential] conflicts of interest which [may arise/have arisen] as a result of this occurrence, and you have provided us with your informed consent to continue in our role. A written conflict of interest waiver is attached, which reflects our discussion and your informed consent on any conflicts. Please review the attached waiver and respond by signing and returning to [Lawyer Name] at [Firm Address/email address].] *Note: Refer to Sample Conflicts of Interest Waivers, when applicable, offered in the Lawyers' Toolkit 5.0.*

*If firm has elected to withdraw:*

[As we also discussed, as of [date of withdrawal], we have decided to terminate our representation of you in connection with this matter. To the extent that you require an attorney's services, you should consult with another attorney as soon as possible to ensure [your rights will not be lost or jeopardized/a smooth transition to successor counsel]. *[If applicable: Our withdrawal is subject to court approval; or Our Motion to Withdraw has also been granted by the court in its order dated \_\_\_\_\_.]* *[If applicable: The potential conflict of interest arising from this occurrence has made it untenable for us to continue representing you, and as such, we must withdraw.]*

Please note that time limits may apply to [your pending action/transaction/any claim[s] you may have]. If you wish to proceed with [your pending action/transaction/claim[s]], it is important to act **immediately**. Failure to do so may bar your [pending action/transaction/claim[s]] based upon time limits established by statutory law, court rules, court orders, or case law. If your [pending action/transaction/claim[s]] is denied based upon time limits, you will not be able to pursue any action to recover damages or other relief [or defend against actions to recover damages or other relief]. Accordingly, we strongly recommend that you consult with another attorney about this matter without delay to ensure that your rights, claims, or defenses will not be lost or jeopardized.]

*If client has terminated representation:*

[As we also discussed and per your instruction, as of [date of termination], we will no longer be representing you in connection with this matter. To the extent that you need an attorney's services, you should consult with another attorney as soon as possible to ensure [your rights will not be lost or jeopardized/a smooth transition to successor counsel].

Please note that time limits may apply to [your pending action/transaction/any claim[s] you may have]. If you wish to proceed with [your pending action/transaction/claim[s]], it is important to act **immediately**. Failure to do so may bar your [pending action/transaction/claim[s]] based upon time limits established by statutory law, court rules, court orders, or case law. If your [pending action/transaction/claim[s]] is denied based upon time limits, you will not be able to pursue any action to recover damages or other relief [or defend against actions to recover damages or other relief]. Accordingly, we strongly recommend that you consult with another attorney about this matter without delay to ensure that your rights, claims, or defenses will not be lost or jeopardized.]

*If client has not yet decided to continue with firm's representation:*

[As we also discussed, you have not yet decided on whether to proceed with our firm's continued representation of you in this matter. Accordingly, we are awaiting further instruction from you before taking any additional actions on your behalf. In order to avoid loss of any rights or adverse decisions, action will need to be taken. Accordingly, we request that you notify us of your decision on how to proceed on or before [date]. You may do so by notifying us in writing by [responding to this email/ sending written instruction to [Firm's Address].]

We assure you that we will cooperate in transferring any client file materials either to you or any successor counsel upon your written instructions so as to minimize any disruption to your matter.

Sincerely,

[Lawyer's Name]

[Law Firm Name]

Certified Mail

Return Receipt Requested

Attachment

These sample termination/withdrawal letters are for illustrative purposes only. Your risks may be different than those described. We encourage you to modify the sample termination/withdrawal letters to suit your individual practice needs. As each practice presents unique situations and statutes may vary by state, we recommend that you review governing requirements prior to use of this or similar agreements in your practice. Use of this sample language is not intended to constitute a binding contract or legal advice. Please remember that only the relevant insurance policy can provide the actual terms, coverages, amounts, conditions and exclusions for an insured. All products and services may not be available in all states and may be subject to change without notice. CNA is a registered trademark of CNA Financial Corporation. Copyright © 2023 CNA. All rights reserved.

For more information, please call us at 866-262-0540 or email us at [lawyersrisk@cna.com](mailto:lawyersrisk@cna.com)

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