ENGAGEMENT LETTER AND FEE FOLLOW-UP LETTER TO INITIAL INTERVIEW

(Sample | Modify as appropriate)

**CONTEXT**

This is a sample form only. Use of this letter will help to establish clear expectations and avoid misunderstandings between you and your client. It will not, however, provide absolute protection against a malpractice action.

Dear [*Client Name*]:

We met to discuss your case on [*date*], and I have agreed to represent you in connection with [*type of matter*] and we agreed to [*insert appropriate details*].

Thank you for selecting our law firm to represent you in this matter. At this time, I also wish to set forth our agreement regarding payment of our fees. Our fees for legal services are [*dollars per hour*], plus any expenses such as filing fees, deposition charges, copying costs, postage, and related expenses. We will bill you approximately monthly, depending on the amount of work that was done on your file during that period of time. At this point, it is difficult to estimate the amount of time and expense that will be necessary to adequately represent you in this case. However, as we discussed, we estimate the fee will be approximately [*dollar amount*]. We will also advise you before we do any work that will substantially increase the amount of fees.

You have deposited [*dollar amount*] with us for fees and costs. We will hold your funds in our Law Firm Trust Account. We will provide you with a monthly statement of fees, costs, and expenses. After we mail you the monthly statement, we will apply the funds to fees earned, costs, and expenses incurred. You are also responsible for paying fees, costs, and expenses in excess of the funds that we hold.

My goal is to provide you with excellent legal services. I also want to protect your interests in the event of my unexpected death, disability, impairment, or incapacity. In order to accomplish this, I have arranged with another attorney to assist with closing my practice in the event of my death, disability, impairment, or incapacity. In such event, my office staff or the assisting attorney will contact you and provide you with information about how to proceed.

I will send you pleadings, documents, correspondence, and other information throughout the case. These copies will be your file copies. I will also keep the information in a file in my office. Please bring your file to all of our meetings so that we both have all of the necessary information available to us. When I have completed all the legal work necessary for your case, I will close my file and return the original documents to you. Upon request, I will furnish you with a complete copy of your file. I will store the file for a minimum of six (6) years. I may destroy the file after that period of time without further notice to you.

I have included a copy of this letter for you to review, sign, and return to me. If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing the letter. Otherwise, please sign the enclosed copy and return it to me.

On behalf of the firm, we appreciate the opportunity to represent you in this matter. If you have any questions, please feel free to call.

Very truly yours,

*[Planning Attorney] [Date]*

I have read this letter and consent to it.

*[Planning Attorney] [Date]*

Enclosures