

Contract for Legal Services / Retainer Agreement for Limited Legal Advice and Services

You have opted to retain our firm based upon a service model that is limited in scope. To ensure that there is no confusion about the scope of our retainer or about the work we will and will not be doing for you in relation to your case. We have entered into the following Limited Scope Retainer Agreement. The specifics of our limited scope retainer are as follows:

This agreement is between Shawyer Family Law, hereafter referred to as the “Lawyer,” or “Shawyer Family Law” andhereafter referred to as the “Client.”

1. **Nature of Case:** The Client consulted the Lawyer in the following matter:

- | | |
|--|---|
| <input type="checkbox"/> Custody | <input type="checkbox"/> Trial |
| <input type="checkbox"/> Access | <input type="checkbox"/> Enforcement of orders |
| <input type="checkbox"/> Child Support | <input type="checkbox"/> Appeal |
| <input type="checkbox"/> Spousal Support | <input type="checkbox"/> Practice and Procedure |
| <input type="checkbox"/> Property | <input type="checkbox"/> Divorce |

2. **Client Responsibilities and Control:** The Client will remain responsible for and in control of his/her own case at all times. This means that the Client will be responsible for understanding the issues, resolution options and potential consequences of those resolution options and consequences. In addition, the Client agrees to:

a_____ Cooperate with the Lawyer or his/her office by complying with all reasonable requests for information in connection with the matter for which the Client is requesting services;

b_____ Inform the Lawyer of the specific parts of the case that the Client requests the Lawyer's assistance with;

c_____ Review and evaluate all information provided by the Lawyer;

d_____ Keep the Lawyer or his/her office advised of the Client's concerns and any information pertinent to the Client's case;

e_____ Provide the Lawyer with copies of all correspondence to and from the Client relevant to the case;

f_____ Notify the Lawyer of any pending negotiations, conferences, hearings, contractual or court imposed deadlines or litigation;

g_____Keep all documents related to the case in a file for review by the Lawyer;

h_____Sign all relevant papers, agreements or filings relative to the case;

i_____Immediately notify the Lawyer of any changes of work or home addresses, email addresses or telephone numbers of the Client;

j_____Immediately notify the Lawyer if the Client receives any new pleadings, motion, letters, or other documents from the other party, the other party's lawyer, any expert, appraiser, or evaluator hired by either party or appointed by the Court, or any documents from the Court, and provide the Lawyer with a copy of the item received, as well as the date it was received by the Client.

3. **Scope of Services:** The Client requests that the Lawyer to perform the following services related to the family law issues identified above:

(Indicate Yes Boxes That Apply)

| | | |
|----|--------------------------|--|
| a. | <input type="checkbox"/> | Procedural advice |
| b. | <input type="checkbox"/> | Advice on substantive rights and obligations |
| c. | <input type="checkbox"/> | Advice about law and strategy related to an ongoing mediation, negotiation or litigation |
| d. | <input type="checkbox"/> | Formulate strategy and tactics |
| e. | <input type="checkbox"/> | Communications with opposing counsel |
| f. | <input type="checkbox"/> | Review correspondence |
| g. | <input type="checkbox"/> | Draft correspondence |
| h. | <input type="checkbox"/> | Information about document preparation |
| i. | <input type="checkbox"/> | Assistance with document preparation |

| | |
|-----|---|
| j. | Information about fact gathering, discovery or questioning |
| k. | Investigate facts; |
| l. | Assistance with drafting discovery or questioning requests |
| m. | Assistance with computer support programs |
| n. | Run computer support programs |
| o. | Obtain court documents |
| p. | Review court documents |
| q. | Review transcripts |
| r. | Review documents obtained from others |
| s. | Advice about negotiations and the preparation and presentation of evidence |
| t. | Legal research and analysis |
| u. | Assistance with drafting a Case Conference Brief |
| v. | Assistance with drafting a Settlement Conference Brief |
| w. | Assistance with drafting a Trial Management Conference Brief, |
| x. | Preparation of your financial statement and supporting documentation brief |
| y. | Service and filing of your financial statement and supporting documentation brief |
| z. | Draft motion materials (i.e. Notice of Motion, Affidavit, Factums) |
| aa. | Draft Requests to Admit or Response to Requests to Admit |
| bb. | Draft Requests for Information or Responses to Requests for Information |
| cc. | Draft or Analyze Offers to Settle/Settlement Proposals |
| dd. | Review Endorsements and Draft orders and judgements |
| ee. | Enforce Orders |
| ff. | Prepare summons to witness |
| gg. | Prepare the Client for court attendances (motions, conferences, trial) |
| hh. | Prepare client for negotiation |
| ii. | Prepare client for mediation |
| jj. | Prepare client for s. 30 assessment |
| kk. | Prepare client for capacity assessment |
| ll. | Prepare client for involvement with the Office of the Children's Lawyer |
| mm. | Coaching on trial or negotiating techniques |
| nn. | Prepare client for questioning |
| oo. | Contact Witnesses |

| | |
|-----|--|
| pp. | Contact Expert Witnesses |
| qq. | Guidance and procedural information regarding filing and serving documents |
| rr. | File and Serve Court Papers |
| ss. | Review and analysis of Client's strategy for court attendances |
| tt. | Advice about an appeal or the appeal process |
| uu. | Procedural assistance with an appeal |
| vv. | Assistance with substantive legal argument |
| ww. | Appear in court |
| xx. | Conduct questioning (written or oral) |
| yy. | Other: SEE BELOW |

4. **Limitation of Lawyer's Responsibilities:** the Lawyer will perform the specific legal tasks identified by the word "Yes" in paragraph 3 above, consistent with the Lawyer's ethical and professional responsibilities, including observing strict confidentiality, and based on the information available to the Lawyer. In providing those services, the Client agrees that the Lawyer **will not do the following:**

- Represent, speak for, appear for, or sign papers on Client's behalf.
- Represent, speak for, appear on behalf of the Client, at any Court attendance.
- Take any steps to prepare the Client's case for trial.
- Make decisions for the Client about any aspect of the case.

Protect the Client's property by means of restraining orders while discovery, negotiations, mediation or litigation are in progress.

Perform any services identified by the word "NO" in paragraph 3 above.

5. **No guarantee of success:** We will try our best for you and give you our best legal advice. However, litigation is a risk and you understand and acknowledge by signing this retainer agreement that Shawyer Family Law cannot guarantee a successful outcome and understand that any and all representations with respect to our opinion as to your chances of success, at any stage of this proceeding, do not under any circumstances constitute a guarantee.

6. **Amendments:** The client may request that the Lawyer provide additional services. If the Lawyer agrees to provide additional services, those additional services will be specifically listed in an amendment to this Agreement, and initialed and dated by both parties. The date that both the Lawyer and the Client initial any such list of additional services to be provided, will be the date on which the Lawyer becomes responsible for providing those additional services. If the Client wishes to obtain additional services from Lawyer/Shawyer Family Law a photocopy which clearly denotes which extra services are to be provided, signed and dated by both Lawyer/Shawyer Family Law and Client and attached to the amendment of this Agreement, shall qualify as an amendment.

7. If the Client decides to retain the Lawyer as the Client's Solicitor of Record for handling the entire case on the Client's behalf, the Client and the Lawyer will

enter into a new written Agreement setting forth that fact, and the Lawyers additional responsibilities in the Client's case.

8. **Solicitor of Record:** It is the intention of the Lawyer and the Client that the Lawyer shall only perform those services specifically requested of the Lawyer. Some of those services may require the Lawyer to become solicitor of record or make a court appearance in the Client's case in order to perform the service requested. The Lawyer and the Client specifically agree that the Lawyer becoming solicitor of record for such purposes shall not authorize or require the Lawyer to expand the scope of representation beyond the specific services designated or the particular court attendance. In the event that any court requires the Lawyer, as solicitor of record for one or more authorized issues or tasks, to assume the responsibility for other tasks or issues reserved to the Client or a third party professional, the Lawyer may, at his/her sole discretion, elect to withdraw from representation, and the Client agrees to execute any Notice of Change in Representation forms reasonably requested by the Lawyer within 24 hours of such a request.

If the court requires the Lawyer or Firm to render additional services to those agreed to and listed in this contract as the services the lawyer is to perform the Client agrees that she or he will be charged \$350.00 per hour for these additional services. The Client also agrees to sign a new retainer agreement / contract for service for these additional services required by the court.

9. **Method of Payment for Services:**

I, the Client, confirm that:

a) I understand and agree that the hourly rates for staff at Shawyer Family Law shall be as follows (Plus HST):

| | |
|-------------------|------------------|
| Robert Shawyer | \$.....per hour |
| Associate Lawyer | \$.....per hour |
| Articling Student | \$..... per hour |

b) I understand that from time to time a law clerk or another associate lawyer will do work on my behalf and that in such an event I will be billed for his or her time at his or her respective rate per hour and that all fees are subject to H.S.T.

c) I agree to deposit with Shawyer Family Law in Trust the sum of \$ _____ as retainer and to deposit from time to time, as and when requested, such further interim retainer monies as you may require to meet anticipated disbursements, and such further amounts as you may require on account of your services.

d) I also understand and acknowledge that I am only retaining Shawyer Family Law, and the lawyers employed therein, and no other lawyer or individual located at 504-3200 Dufferin Street, Toronto, Ontario.

- e) I understand that no work will be done and no disbursements incurred until the initial financial retainer is deposited and this document executed.
- f) I will replenish my retainer when requested to do so.
- g) When the retainer provided has been exhausted or is insufficient to cover the work that needs to be done or disbursements that need to be incurred, I understand that no further work will be done on my behalf and no further disbursements will be incurred until the financial retainer is replenished in the amount requested.
- h) I understand that you will render accounts to me primarily on the basis of time spent on my behalf.
- i) I understand and agree that payment of my accounts for fees and disbursements is due upon receipt of notice, and that interest will be charged pursuant to the *Solicitors Act*. Each such account is deemed to be final notwithstanding that the work may be ongoing. The amounts charged will be based on the then current rates which are set out in the Billing Information for New Clients.
- j) I agree that if, while this agreement is in effect, the Lawyer/Shawyer Family Law increases the hourly rate(s) being charged to clients generally for the Lawyer/ Shawyer Family Law's fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided thirty days or more after written notice of the increase is provided

to the Client. If the Client chooses not to consent to the increased rate(s), the Client may terminate the Lawyer/Shawyer Family Law's services under this agreement by written notice effective when received by the Lawyer/Shawyer Family Law.

10. **Costs:**

a_____The Client will pay the Lawyer/Shawyer Family Law's out of pocket costs incurred with this agreement, including long distance telephone and fax costs, photocopy expense and postage.

b_____All costs payable to third parties in connection with the Client's case including filing fees, investigation fees, questioning fees, and the like will be paid directly by the Client. The Lawyer/Shawyer Family Law will not advance costs to third parties on the Client's behalf without the Client's advance consent.

The Client acknowledges that the Lawyer has made no promises about the total amount of the Lawyer's fees to be incurred by the Client under this agreement.

11. **Discharge of Lawyer:** The Client may discharge the Lawyer at any time by written notice effective when received by the Lawyer. Unless specifically agreed by the Lawyer and the Client, the Lawyer will provide no further services after receipt of the notice. Notwithstanding the discharge, the Client will remain

obligated to pay the Lawyer at the agreed rate for all services provided prior to such discharge.

12. **Withdrawal of Lawyer:** The Lawyer may withdraw at any time as permitted under the Rules of Professional Conduct and the Family Law Rules. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following:

a_____ The Client consents,

b_____ The Client misleads the Lawyer in a material way;

c_____The client instructs the Lawyer to do something that is prohibited by the Lawyer's Rules of Professional Conduct;

d_____The Client's conduct renders it unreasonably difficult for the Lawyer to carry out the employment effectively, and

e_____The Client fails to pay the Lawyer's fees or costs as required by his or her agreement with the Lawyer.

Notwithstanding the Lawyer's withdrawal, the Client will remain obligated to pay the Lawyer at the agreed rate for all services provided. At the termination of services under this agreement, the Lawyer will release promptly to the Client upon the Client's request, all of the Client's papers and property.

13. Acknowledgment and Statement of Client's Understanding

I acknowledge:

- Receipt of a copy of all of the documents that form part of this contract, namely:
 1. Administrative Information for New Clients
 2. Billing Information for New Clients
 3. This Retainer

- That I have carefully read and understood the two documents, namely, the Administrative Information for New Clients and the Billing Information for New Clients as well as this retainer.

- that this Retainer, Administrative Information for New Clients and Billing Information for New Clients form the complete Agreement between me and the Lawyer. I hereby agree to retain you as my solicitor based on the policies and terms outlined in each of these three documents.

14. I signify my agreement with the following statements by initialing each one:

a_____ I have accurately described the nature of my case in Para 1

b_____ I will be responsible for the conduct of my case and will be in control
of my case at all times as described in Para 2

c_____ The services the Lawyer/Shawyer Family Law has agreed to perform in my case are identified by the word “YES” in paragraph 3.

d_____ I take responsibility for all other aspects of my case.

e_____ I understand and agree to the limitations on the scope of the Lawyer/Shawyer Family Law’s responsibilities identified in Paragraph 4 and understand that the Lawyer/ Shawyer Family Law will not be responsible for my conduct in handling my case.

f_____ I will pay the Lawyer/Shawyer Family Law for services as described in Paragraphs 8 and 9.

g_____ I understand that any amendments to this Agreement shall be in writing, as described in Paragraph 6.

h_____ I understand that Shawyer Family Law cannot provide me with any guarantee of success as described in Paragraph 5.

i_____ I acknowledge that I have been advised by the Lawyer/Shawyer Family Law that I have the right to consult with another independent solicitor to review this Agreement and to advise me on my rights as a client before I sign this Agreement.

15. **Effective Date of Agreement:** The effective date of this agreement will be the date when, having been executed by the Client, one copy of the agreement is received by the Lawyer and the Lawyer receives the deposit required by Paragraph 8b. Once effective, this agreement will, however, apply to services provided by the Lawyer on this matter before its effective date.

16. **Advice Given**

I, the Client, acknowledge that I have been advised that:

- Any claims I may have to an equalization of net family property under the *Family Law Act* may be barred by the passage of time if I do not start court proceedings within 6 years of my separation from my spouse or within two years after a divorce or judgment of nullity, whichever is sooner.
- I should consider revoking any existing will and make a new one now, and that when matters with my spouse are resolved, I should consider making a new one at that time.
- I should consider changing beneficiary designations on my RRSPs and my life insurance policies, and to consider severing any joint tenancies that I hold with my spouse.

I wish for accounts to be sent to me by:

- Email only
- Mail only
- Email and Mail

The foregoing is agreed to by:

DATE:

Witness

Lawyer

DATE:

Witness

Client

SAMPLE