engagement AGREEMENT

THIS engagement AGREEMENT (**Agreement**) is entered into as of the date last executed below (“**Effective Date**”), by and between **Firm Name** (“**Firm**”), a **description of legal entity** having its principal address at **firm address** and **Client Name** (“**you**” or “**Client**”), whose address is **ADDRESS**.

In consideration of the terms of this Agreement, you and the Firm agree that the Firm will provide legal services to you as follows:

1. **Conditions of Representation.** This Agreement will not take effect, and the Firm will not have any obligation to provide legal services, until you return a signed copy of this Agreement and remit any advance deposits or fees set forth in **paragraph 5**. If you have not returned a signed copy of this Agreement and remitted deposits or fees within 14 days of the date this document is remitted to you, the Firm will assume that you no longer wish to retain the Firm and the Firm will notify you in writing that the Firm does not represent you.
2. **Scope of the Engagement.** You agree that the Firm will provide legal services to you in connection with your [description of legal issue, including any adverse parties, and including the scope of representation, and including any limitations on the scope of work] (the “**Matter**”). Any legal services outside of the Matter will require a separate written engagement agreement and fee arrangement.
3. **Duty of the Client**. The Firm’s ability to assist you in the Matter is limited to your participation. As such, you agree: to be truthful in your communication with the Firm, to cooperate with any requests for documents or information necessary to move your Matter forward, and to keep the Firm apprised of any changes or developments that affect the Matter. You also agree to respond to any communications from the Firm within a reasonable period, and will update the Firm if your contact information changes. You agree that a failure to abide by any of the terms of this Agreement may result in the Firm terminating its representation of you in the Matter.
4. **Duty of the Firm**. The Firm will keep you informed about the status of the Matter and will consult with you when appropriate. The Firm will not make any settlement of your claims without your express consent. When possible, the Firm will leverage technology or processes to more efficiently provide legal services to you. The Firm policy is to respond to client communications preferably within the same business day. The Firm will inform you of any changes in availability of the attorney or staff performing work on this matter.
5. **Payment Due.** The Client will be billed for services and costs as follows:
	1. [Use for Flat Fee Cases, Otherwise Delete Paragraph]**Flat Fee Payment.** In consideration for the services rendered in the scope of this Matter, the Client will pay a flat fee of $\_\_\_\_\_\_\_ (the “**Fee**”). The Client must pay the Fee in full before the Firm will commence work on this Matter. The Firm will treat the Fee as the Firm’s property and the Fee will be earned upon receipt, will be deposited into the Firm’s business operating account, and will not be held in trust for your benefit. The payment of the Fee will cover all legal services rendered by the Firm in connection with the Matter, regardless of time or effort expended by the Firm. The payment of a flat fee does not affect your right to terminate the attorney-client relationship, and you may be entitled to a refund of a portion of the Fee if the Firm does not reasonably provide all of the services contemplated in this Agreement.
	2. [Use for Flat Fee Cases, Otherwise Delete Paragraph]**Third-Party Costs not Included**. The Fee does not include costs charged by third parties, such as expert fees, mediator or arbitrator fees, court filing fees, messenger services, etc. The Client is responsible for paying for these costs. When possible, you will be asked to pay vendors directly. Otherwise, the Firm will incur the expense on your behalf and you will be responsible for reimbursing the Firm within 30 days of written request. The Firm will make reasonable efforts to provide advance notice to you regarding any expected costs.
	3. [Use for Billable Hours, Otherwise Delete Paragraph]**Calculation of Legal Fees**. You will be responsible for paying the Firm for all time spent on the Matter by legal personnel of the Firm. Time spent on the Matter will be billed to you in six-minute increments, rounding up to the nearest tenth of an hour. The Firm will take reasonable efforts to specify the allocation of time across activities that occur on the same day. The rates for the Firm’s legal personnel performing work on this Matter are as follows:

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| Lead Attorney (**Attorney Name**)…………………………………$\_\_\_\_\_/hour |
| Associate Attorney……………………………………………….………$\_\_\_\_/hour |
| Paralegal or Legal Secretary …………………………………………$\_\_\_\_/hour |

Legal fees will include, but are not limited to, telephone calls with the Client, witnesses, opposing counsel, and court personnel. The Firm will charge for travel time related to the Matter, and will charge for time spent waiting in court and elsewhere in connection with the Matter. The Firm will deduct any charges for time spent on other client matters.

The legal personnel assigned to your Matter may confer among themselves regarding the Matter, as reasonably required to deliver services in the Matter. When they do confer, each individual may charge for the time expended on your Matter, so long as the work is reasonably necessary and is not duplicative. Likewise, if more than one legal personnel member attends a meeting, court hearing, or other proceeding in this Matter, each will charge for the time spent.

* 1. [Use for Billable Hours, Otherwise Delete Paragraph]**Other Costs**. You are also responsible for costs incurred from third parties in the course of the Matter, including but not limited to expert fees, mediator or arbitrator fees, court filing fees, messenger costs or service of process, etc. When possible, you will be asked to pay third parties directly. Otherwise, the Firm will incur the expense on your behalf and you will be responsible for reimbursing the Firm consistent with the billing cycle described in paragraph 5.5 below. The Firm will make reasonable efforts to provide advance notice to you regarding any expected costs.
	2. [Use for Billable Hours, Otherwise Delete Paragraph]**Billing Cycle**. At minimum, you can expect to receive an invoice each month that itemizes the legal fees and costs incurred in the Matter during the previous billing cycle. The invoice will also show the calculation of time spent and the activities conducted. Generally, the monthly invoice is provided on the fifth day of the following month. During months with a lot of activity in the Matter, the Firm may remit a bill mid-cycle in order to assist with budgeting of your legal expenses. Each invoice is due within 10 days. With each invoice, you will also receive an itemized ledger showing the balance of any advance fee deposits held in trust for your benefit, along with an itemized list of payments or deposits from the funds. During the course of the Matter, you may request a copy of this ledger at any time.
	3. [Use for Billable Hours, Otherwise Delete Paragraph]**Initial Advance Fee Deposit**. In order to provide security for payment of future fees, Client agrees to remit an initial advance fee deposit of $\_\_\_\_\_ (“Initial Advance Fee Deposit”). The Initial Advance Fee Deposit will be deposited into the Firm’s trust account and will be held for your benefit.
	4. [Use for Billable Hours, Otherwise Delete Paragraph]**Additional Advance Fee Deposits**. If the balance of your Initial Advance Fee Deposit falls below $\_\_\_\_\_, you will be asked to replenish the trust account balance to $\_\_\_\_\_. You will be asked to provide additional advance fee deposits in the course of the Matter as follows: (1) $\_\_\_\_\_within 14 days of a scheduled motion hearing; (2) $\_\_\_\_\_ within 14 days of a scheduled mediation or arbitration; and (3) $\_\_\_\_\_\_ within 45 days of your trial date. Any additional advance fee deposits will be deposited to the Firm’s trust account and will be held for your benefit. Any advance fee deposits requested are not an estimate or guarantee of the actual fees or costs that may be incurred.
	5. [Use for Billable Hours, Otherwise Delete Paragraph]**Billing Payments**. With each invoice, you may pay the amount owed by some combination of (1) applying funds from the Initial Advance Fee Deposit or additional advance fee deposits held in trust; or (2) remitting payment by cash, check, or credit card. If the due date for an invoice passes and you have not otherwise made arrangements to remit payment, by your signature below you authorize the Firm to collect payment by transferring sufficient funds from the advance fee deposit(s) held in trust.
	6. [Use for Billable Hours, Otherwise Delete Paragraph]**Refund of Advance Fee Deposit(s)**. At the conclusion of the Matter, once all invoices are paid in full, you are entitled to a refund of any remaining advance fee deposit funds that are held in trust for your benefit. The Firm will issue a refund check to you within 30 days of the date this Matter is concluded, or the date the final invoice is paid, whichever is later.
	7. **Additional Payments Owed**. In the course of the Matter, a court or arbitrator may require you to pay fees or costs to the other party in the Matter. You will be responsible for any such payment and the Firm will not incur that expense on your behalf.
1. **Confidentiality.** The documents and information that you provide in the course of the Matter are confidential and will not be disclosed unless you authorize the disclosure or disclosure is required under the Washington State Rules of Professional Conduct. This confidentiality applies after the conclusion of the Matter or after termination.
2. **Document Retention Policy.** The Firm’s policy is to retain a copy (whether electronically or in hardcopy form) of this Agreement and any documents, records, or files related to the Matter for a period of **at least 7** years from the date this Matter is concluded, or the date the Agreement is terminated. At the conclusion of that period, the Firm will securely destroy the file. In the course of the Matter, and for the duration of the Firm’s retention policy, you are entitled to a copy of your client file and may request it from the Firm in writing.
3. **No Guarantees.** The Firm will provide legal services reasonably required to represent you in the Matter. Nothing in this Agreement and nothing in the Firm’s statements to you are a promise or guarantee about the outcome of your Matter. Any comments made by the Firm about the outcome or merits of the Matter are expressions of professional opinion only.
4. **Termination**. The Firm reserves the right to withdraw from representing you in the Matter and terminate this Agreement at any time, subject to the Washington State Rules of Professional Conduct and subject to any court rules or court order. You have the right to discharge the Firm and terminate this Agreement at any time, and may do so by notifying the Firm in writing. Upon termination, regardless of the reasons for withdrawal or discharge, you will be obligated to pay any outstanding legal fees for work that the Firm performed on your behalf, and will be obligated to pay any costs incurred on your behalf prior to the termination.
5. **Second Opinion**. You have the right to seek legal advice from another attorney regarding the terms of this Agreement or the representation of the Firm.
6. **Entire Agreement.** This Agreement governs all legal services performed by the Firm on behalf of Client commencing with the date the Client remits any initial fees or deposits set forth in **paragraph 5.** This Agreement contains the entire agreement of the parties and no other agreement, statement, or promise made on or before the Effective Date is binding on the parties. This Agreement may be later modified only by agreement of the parties.

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| **FIRM**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name TitleDate:  | **CLIENT**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Client NameDate:  |