

Law Firm LLP

Address

Tel:(000) 000-0000 Fax: (000) 000-0000

## 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 with [opposing party's name] (in the Superior Court of Justice, court file number), we have entered into the following Limited Scope Retainer Agreement. The specifics of our limited scope retainer are as follows:

This agreement is between Starr Family Law, hereafter referred to as the “Lawyer,” or “Starr Family Law” and \_\_\_\_\_, hereafter 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;

This document can be found on LAWPRO’s Limited Scope Representation Resources page at [practicepro.ca/LimitedScope](http://practicepro.ca/LimitedScope). It was adapted from materials by the Jamal Family Law Professional Corporation.

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- 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, motions, 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 the Lawyer to perform or *not to perform* the following services related to the family law issues identified above:

**(Indicate Yes or No in box)**

a.		Procedural advice
b.		Advice on substantive rights and obligations
c.		Advice about law and strategy related to an ongoing mediation, negotiation or litigation
d.		Formulate strategy and tactics
e.		Communications with opposing counsel
f.		Review correspondence
g.		Draft correspondence
h.		Information about document preparation
i.		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 judgments
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 (only for specific attendances agreed upon in advance)
xx.		Conduct questioning (written or oral)
yy.		Other:

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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. **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 initiated 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/ Starr Family Law a photocopy which clearly denotes which extra services are to be provided, signed and dated by both Lawyer/ Starr Family Law and Client and attached to the amendment of this Agreement, shall qualify as an amendment.

6. 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.
7. **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 services in addition 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 \$\_\_\_\_\_ 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.

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

I, the Client, confirm that:

- a) I agree to retain you at an hourly rate of \$XXXX and 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 (as set out in the Billing Information for New Clients Memorandum) and that all fees are subject to H.S.T.
- b) I agree to deposit with Starr Family Law in Trust the sum of \$XXX 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.

- c) I understand that no work will be done and no disbursements incurred until the initial financial retainer is deposited and this document executed.
- d) I will replenish my retainer when requested to do so.
- e) 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.
- f) I understand that you will render accounts to me primarily on the basis of time spent on my behalf.
- g) 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.
- h) I agree that if, while this agreement is in effect, the Lawyer/Starr Family Law increases the hourly rate(s) being charged to clients generally for the Lawyer/ Starr 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/Starr Family Law's services under this agreement by written notice effective when received by the Lawyer/ Starr Family Law.

9. **Costs:**

- a. The Client will pay the Lawyer/Starr 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/ Starr 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.**

10. **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.

11. **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 the Client's papers and property.

12. **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 (updated as at June 2014)
  2. Billing Information for New Clients (updated as at June 2014)
  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.

13. I signify my agreement with the following statements by initialling each one:

- a. \_\_\_\_\_ I have accurately described the nature of my case in Paragraph 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 Paragraph 2.
- c. \_\_\_\_\_ The services the Lawyer/Starr Family Law has agreed to perform in my case are identified by the word "YES" in paragraph 3. I take responsibility for all other aspects of my case.
- d. \_\_\_\_\_ I understand and agree to the limitations on the scope of the Lawyer/Starr Family Law's responsibilities identified in Paragraph 4 and understand that the Lawyer/ Starr Family Law will not be responsible for my conduct in handling my case.
- e. \_\_\_\_\_ I will pay the Lawyer/ Starr Family Law for services as described in Paragraphs 8 and 9.
- f. \_\_\_\_\_ I understand that any amendments to this Agreement shall be in writing, as described in Paragraph 5.
- g. \_\_\_\_\_ I acknowledge that I have been advised by the Lawyer/Starr 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.

14. **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.

15. **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.

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- 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
- Email and Mail

The foregoing is agreed to by:

DATE:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
The Lawyer

DATE:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
The Client

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