

# Retainer Agreement General (short version)



**This document should be adapted to suit your practice and the matter for which it is being used. See endnote.**

[Firm Name, Address, Telephone Number, Email]

[Date]

[Client Name]  
[Client Address]

Dear [name of client]:

**Re: [description of matter]**

In accordance with our meeting of [date], we have agreed to represent you in connection with [description of matter].

You also informed us that you have a problem concerning [describe] but we are not representing you with respect to that problem.

We wish to thank you for selecting our law firm to represent you. We also wish to confirm our agreement as to fees and payment. Our fees for legal services are \$[amount] per hour plus any out-of-pocket expenses (also known as disbursements) that may be incurred, such as filing fees, etc.

We will bill you approximately monthly, depending upon the amount of work that was done on your file during that period of time. At this time, it is difficult to estimate the amount of time and expenses that will be necessary to adequately represent you in this case. However, as we discussed, the fee will not be less than \$[amount]. It is also understood that we will advise you before undertaking any procedures that will substantially increase the amount of fees and will proceed only upon your instructions to do so.

Before we begin work on your behalf, we require a retainer in the amount of \$[amount]. The retainer will be placed in our trust account and will serve as a source of payment for all or part of our account or invoices when rendered. You will be asked to replenish the retainer from time to

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time. Any unused portion will be returned to you upon the completion or termination of our services.

**At this time we [are waiting to hear further from you /or/ explain what procedures you have done or are preparing to do /or/ we will do nothing further until we hear from you].**

We will make every effort to reach a settlement in accordance with your wishes. However, we cannot guarantee success or that we will be able to reach a negotiated settlement. We will keep you fully informed of all events as they develop, but as we explained to you there may be periods of time in which nothing is taking place, or we are waiting for responses from other parties or we are waiting for a trial date.

We will try to return your phone calls or respond to your letters as quickly as possible, but we will not always be able to do so on the same day that you have left a message. If a matter is urgent, please let my assistant know and we will make every effort to respond to you on an urgent basis.

To prevent fraud and ensure the safe and accurate receipt, release, and transfer of any funds or assets, the following steps will always be taken to safeguard such assets:

1. We will only accept funds [or assets] from you [or additional party] by way of:
  - Electronic funds transfer to our trust account numbered \_\_\_\_\_
  - Wire transfer to our trust account numbered \_\_\_\_\_
  - Certified cheque delivered to us at \_\_\_\_\_
  - Additional method of funds or asset transfer \_\_\_\_\_
  
2. We will only transfer funds [or assets] to you [or additional party] by way of:
  - Electronic funds transfer to your account numbered \_\_\_\_\_
  - Wire transfer to your account numbered \_\_\_\_\_
  - Certified cheque delivered to you at \_\_\_\_\_
  - Additional method of funds or asset transfer \_\_\_\_\_
  
3. We will only release funds or assets to a third party upon receiving verbal confirmation of the transfer from you and any other party necessary to confirm the veracity of the transfer details.
  
4. You [or another party] should not expect to receive any revised instructions for the transfer of funds or assets from us. If you [or another party] receive any written communication advising of such a change that appears to come from us, immediately contact us at [insert telephone number] to verbally confirm these changes.
  
5. If we receive any changes to your [or another party's] contact information, or any changes to the instructions for the transfer of funds or assets as set out above, we will not

act on these changes until we have verbally confirmed the new instructions in-person or by calling you [or another party] at the following phone number: **[insert phone number]**

You confirm communication via the following is confidential and consent to me/our firm contacting you at:

- [client address]**
- [client home number]**
- [client cell number]**
- [client email]**

If you want us to proceed on the basis described above, please **sign both copies of this agreement in the space provided and return one copy to us**, together with a retainer in the sum of \$**[amount]**, in the enclosed self-addressed envelope. If there is anything you do not agree with, or if there is anything you would like to discuss before signing, please inform us promptly.

Yours truly,

\_\_\_\_\_  
Lawyer's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's signature

\_\_\_\_\_  
Date

**NOTE & DISCLAIMER:** Model retainers are provided by LAWPRO for your consideration and use when you draft your own documents. They are NOT meant to be used "as is." Their suitability will depend upon a number of factors, such as the current state of the law and practice in each area of law, your writing style, your needs, and the needs and preferences of your clients. These documents may need to be modified to correspond to current law and practice. These documents do not establish, report, or create the standard of care for lawyers. The material is not a complete analysis of any of the topics covered, and readers should conduct their own appropriate legal research.

Retainer letters or agreements should include reference to the following:

- identity of the lawyer and the client;

- scope of service (is your work to be limited in any way?);
- obligations of client;
- delegation of work;
- expected chronology;
- fee arrangement;
- billing format;
- rate changes;
- withdrawal or termination of services; and
- conflicts of interest.

Drafted originally by the Law Society of British Columbia, LAWPRO has revised this retainer for Ontario lawyers with permission. LAWPRO gratefully acknowledges the work of the Law Society of British Columbia in preparing this document.