

Model Retainer Agreement – Attorney Referral Service Modest Means Program of the Ramsey County Bar Association

{Date}
{Client Name}
{Address}

Dear {Client Name}

In accordance with our conversation today, this document details the agreement between us for this law firm to represent you in connection with _____

Consistent with our conversation, our representation of you will be on the following basis:

- 1) We will record time spent on the above matter, and we will bill you at the hourly rate of (not more than \$55.00). If we determine that the adverse party will be responsible for the payment of your legal fees, we reserve the right to raise our hourly rate for all time spent on the above matter to our standard hourly rate of \$_____.

The reduced rate we have agreed upon was set after representations by you that your income falls within the range of 125% and 250% of the Federal Poverty Guidelines currently in effect.

We reserve the right to raise our hourly rate up to our standard rate of \$____ per hour in the event that your income increases above 250% of those guidelines, or if it becomes evident that the financial information you provided to the Attorney Referral Service Modest Means Panel Program was false.

- 2) Our fees for service will be billed periodically along with separately listed out-of-pocket expenses. You agree that you are responsible for paying all costs related to your case. These costs might include filing fees for court papers, serving (delivering) court papers to the opposing party in your case, copying charges, long distance telephone charges, court reporter charges and other such costs. Such costs, when advanced by us, will be shown separately on the monthly bill. Payment of each statement is due within 30 days of the statement date. At his or her discretion, the attorney may agree to arrange a payment plan with you, at your request.
- 3) We acknowledge receipt of a retainer payment, as an advance against fees, of (not more than \$600.00). The retainer payment will be reflected on your monthly statements until it has been used. Once the retainer payment has been used, a net balance will be shown on the statement each month. That balance must be paid as provided in paragraph 2 above.
- 4) We reserve the right to withdraw from our engagement as your attorneys upon reasonable notice when any fees, expenses or charges are past due or in other appropriate circumstances.
- 5) You retain the right to terminate our representation of you at any time. Amounts incurred for legal services rendered prior to termination will remain payable.

If the foregoing arrangement is satisfactory to you, please sign one copy of this letter and return it to this law firm at your earliest convenience.

Very truly yours,

{Lawyer's name / Firm name}

Accepted this _____ day of _____, 20____.

By _____