

Retainer Agreement

Attorney retainer agreement for ongoing legal services

Important: This retainer agreement establishes ongoing attorney availability and reserved legal services. Review all terms carefully before execution.

1. Agreement Date and Parties

Agreement Effective Date*

dd/mm/yyyy



Law Firm / Attorney Name*

Full legal name of law firm or attorney

Firm Address*

Street address

City*

State*

ZIP Code*

Firm Phone*

Firm Email*

Client Full Legal Name*

Individual name or business entity legal name

Client Address*

Street address

City*

State*

ZIP Code*

Client Phone*

Client Email*

2. Retainer Type and Purpose

Type of Retainer Agreement*

-- Select Retainer Type --



Retainer Type Definitions:

General Availability: Attorney reserves time for client; payment for availability regardless of use

Security: Advance deposit held in trust; drawn down as fees earned

Special: Paid upfront for specific matter or case

Evergreen: Maintained at minimum balance; replenished as used

Purpose and Scope of Retainer*

Describe the general nature of legal services covered by this retainer (e.g., ongoing business counsel, employment law matters, contract review)

Specific Services Included

- Telephone and email consultation
- Contract review and drafting
- Negotiation assistance
- Compliance review and guidance
- Legal correspondence and demand letters
- Legal research and memoranda
- In-person meetings and consultations

Services Explicitly Excluded

List services NOT covered by this retainer (e.g., litigation, appeals, regulatory proceedings)

3. Retainer Amount and Payment Terms

Initial Retainer Amount*

\$5,000

Payment Schedule*

-- Select Payment Schedule --



Payment Due Date

e.g., 1st of each month, Net 15 from invoice date

When Retainer is Considered Earned*

- Earned upon receipt (non-refundable availability fee)
- Earned as services are performed and invoiced
- Hybrid (portion earned on receipt, portion held in trust)

Trust Account Information (if applicable)

If retainer funds held in trust, provide IOLTA account details and withdrawal procedures

Evergreen Minimum Balance (if applicable)

e.g., \$2,500 minimum balance must be maintained

Replenishment Requirements

Explain when and how retainer must be replenished if balance falls below specified amount

4. Billing Rates and Time Accounting

Billing Method for Services*

- Hourly billing (retainer applied against hourly fees)
- Flat monthly fee (unlimited services within scope)
- Hybrid (availability fee plus hourly for services rendered)

Hourly Billing Rates

Attorney / Staff Member	Hourly Rate	Billing Increment
Senior Partner	\$450/hour	6-minute
Associate Attorney	\$275/hour	6-minute
Paralegal	\$125/hour	6-minute

Included Hours per Period (if applicable)

e.g., 10 hours per month included in retainer

Overage/Additional Hours Rate

Rate charged for hours beyond included amount

Treatment of Unused Hours

-- Select Treatment --



5. Costs and Expenses

Client Responsibility for Costs*

- Costs billed separately (not covered by retainer)
- Reasonable costs included in retainer up to specified limit
- Attorney advances costs, client reimburses separately

Anticipated Cost Categories

List typical costs client may incur (e.g., filing fees, service fees, research databases, travel)

Cost Approval Threshold

Dollar amount above which client approval required (e.g., costs over \$500 require prior approval)

6. Term and Termination

Initial Agreement Term*

-- Select Initial Term --



Automatic Renewal Terms

Specify if agreement automatically renews and on what terms (e.g., auto-renews for successive 1-month periods unless terminated)

Termination Notice Period*

e.g., 30 days written notice

Client's Right to Terminate

Client may terminate this retainer agreement at any time by providing written notice to attorney per the notice period specified above.

Attorney's Right to Terminate

Circumstances under which attorney may terminate (e.g., non-payment, client misconduct, conflict of interest)

Refund Policy Upon Termination*

- No refund (retainer fully earned upon receipt)
- Refund unused portion after accounting for services rendered
- Pro-rated refund based on time remaining in term

Post-Termination Obligations

Specify attorney's obligations after termination (e.g., return client files, complete pending matters, final accounting)

7. Client Responsibilities

Client Agrees to the Following*

- Make all retainer payments timely as specified
- Replenish retainer balance as required by agreement
- Provide timely information and cooperation
- Maintain open communication regarding legal needs
- Understand scope and limitations of retained services

8. Attorney Responsibilities and Guarantees

Attorney Availability Commitment

Specify response time commitments (e.g., respond to inquiries within 24 business hours, provide priority access)

Priority Treatment Provided

- Priority appointment scheduling
- Expedited response to urgent matters
- Direct access to senior attorney

Attorney Disclaimers

Standard disclaimers (e.g., no guarantee of specific outcomes, retainer does not guarantee specific hours will be available)

9. Additional Terms and Conditions

Confidentiality and Privilege

All communications between attorney and client are protected by attorney-client privilege and will be kept strictly confidential except as required by law or court order.

Conflict of Interest Provisions

Address how potential conflicts will be handled

Governing Law and Jurisdiction*

State whose laws govern this agreement

Additional Terms and Provisions

Any additional terms, special provisions, or clarifications

10. Signatures

Important: Both parties must sign this agreement. Each party should retain a fully executed copy for their records.

Attorney / Law Firm Signature

Attorney Signature*

Date*

Signature of Attorney

Date Signed

Printed Name and Bar Number*

Attorney printed name and state bar number

Client Signature

Client Signature*

Date*

Signature of Client

Date Signed

Client Printed Name*

Client printed name