**PROPOSED LIMITED LEGAL SERVICES RETAINER AGREEMENT**

This Limited Services Agreement ("Agreement") is entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_("Client") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Attorney"). They agree as follows:

**1. Attorney's Explanation of the Terms of This Agreement**
As Attorney has explained to Client, this Agreement is different from the usual attorney-client agreement for several reasons. First, unlike the usual agreement, this Agreement is for (a) limited legal service(s), rather than for the complete array of services that lawyers often provide to their clients in the prelitigation and litigation phases of a lawsuit.
Second, in this Agreement, Client has agreed to do a number of different things, or to arrange for another person to complete these tasks. They are set forth in Para. 9.
Third, the total fee will be less than the Attorney's normal full-service attorney's fee, because the scope of the legal services that Attorney has agreed to provide to client is limited.
To Client - is (are) the following:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

, as specified and limited immediately above, they include:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**2. Scope of Legal Representation.**
**A.** The Limited Legal Service(s) That Attorney Has Promised To Provide. The promised limited legal services promised in this Agreement are:
Information/Advice
\_\_Advice re: availability of alternative means to settle dispute/agency referral
\_\_Evaluation of client's self-diagnosis/advice as to legal rights
\_\_Service Problems: Needs Assistance with Service By Posting or Publication
\_\_Review of correspondence and court documents; preparation of documents to be preparation
\_\_Factual Investigation: contacting witnesses, public record searches, interviews of experience
\_\_Legal Research and Analysis
\_\_Negotiation of Voluntary Separation Agreement to Settle Substantive Issues
\_\_Assistance with or Preparation of Preliminary or Evidentiary Motions
\_\_Pre-mediation/Pre-settlement Conference Legal Consult
\_\_Post-mediation Agreement Review
\_\_Backup and troubleshooting During Trial
\_\_Assistance or Negotiation of Discovery Issues/Disputes During Litigation
\_\_Full Scale Legal Representation at Emergency Hearing/Pendente Lite Stage
\_\_Full Scale Legal Representation throughout Litigation
\_\_Counseling or procedural assistance with Appeal

**B.** Services Not Listed Above Will Not Be Provided. If a legal service is not listed in Para. 2 (A), Attorney has not agreed to provide it to Client. In this matter, the excluded services include, but are not limited to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
Again, the true test is whether the service is listed in Para. 2 (A). If not, Attorney will not provide it.

**3. Effective Date of Agreement.**
This Agreement will take effect upon the execution of it by both parties, i.e., at a time when both parties have signed it.

**4. Automatic Termination of Agreement.**
This Agreement automatically will terminate when Attorney has provided the services set forth in Para. 2 (A) without any further act or communication by either Attorney or Client. If Attorney requests Client to do so, Client will support, as requested by Attorney, Attorney's right to stop representing Client when Attorney has met his obligations under Para. 2 (A).

**5. Attorney's Fee.**
Attorney will charge Client the following in this matter:
**A.** o an initial retainer fee in this matter in the amount of $\_\_\_\_\_\_\_\_, which Attorney will expend at Attorney's hourly rate of $\_\_\_\_. The unexpended portion (if any) will be returned to Client.
**B.** Attorney's hourly rate in this matter will be $\_\_\_\_. o
**C**. Attorney may agree to "cap" the total fee (the maximum amount that Attorney will charge) at the total amount of $\_\_\_\_\_\_. o Yes. o No.
**D.** Attorney may agree to charge Client a total fee in the amount of $\_\_\_\_\_\_, whether or not Attorney spends more or less than \_\_\_ hours on this matter. o Yes. o No.

**6. Costs, Expenses, and Other Expenditures.**
There may be additional costs and expenses in this matter, for example, filing fees; the costs of transcribing testimony taken at a hearing or trial; subpoena costs; an expert's fees (if appropriate for the matter); the costs of an investigator or of other methods to discover and obtain factual information; document-reproduction expenses; discovery costs (including those of depositions); out-of-jurisdiction travel, lodging, meal, and related expenses; the costs of long-distance phone calls, facsimile transmissions; other forms of communication; and the costs required to reasonably conduct on-line legal research (if necessary).
Client, not Attorney, is responsible for these costs.

**7. Obligations of Client.**
To help Attorney represent Client effectively, and to reduce the costs of the representation, Client agrees:

**A.** At Attorney's request, to provide and to help Attorney obtain all information (in whatever form it may appear) that Client or someone to whom Client may make an appropriate request possesses;
**B.** To make himself or herself available for any meetings, interviews, or other events that Attorney requires, including at Attorney's office if requested;
**C.** To carefully consider Attorney's advice before making any major decisions;
**D.** To make himself/herself available to provide sworn testimony, e.g., in a deposition, affidavit, trial or other proceedings, when Attorney requests this.
**E.** To immediately tell Attorney if and when Client moves (changes residences), changes jobs, changes a phone number or other electronic means of communication, or otherwise makes it difficult for Attorney to communicate with Client;
**F.** To inform Attorney about any new developments or information in the matter, e.g., court notices, letters from the opposing party, new factual developments, or other similar developments;
**G.** To respond to Attorney's communications (Letters, telephone calls, or other forms of electronic forms of communication) as soon as reasonably possible;
**H**. To otherwise, as indicated by Attorney, help Attorney provide the services identified in Para. 2(A) and to effectively represent Client; and
**I.** To perform, or have another person or entity perform, the following additional tasks:

**8. Possible Conflicts of Interest.**
If Attorney determines that he represents another client whose interests conflict, or are likely to conflict, with Client's interests, Attorney reserves the right to terminate this Agreement, while protecting the confidentiality of any privileged information that Client has provided to Attorney.

**9. Ground To Terminate This Agreement.**
**A.** Client may terminate this Agreement for any or no reason, although Client still will be legally obligated under this Agreement to meet Client's obligations to Attorney, including the obligation to pay to Attorney the agreed-upon attorney's fee to the extent it has been earned.
**B.** Attorney may terminate this Agreement if, in Attorney's sole judgment, Client has failed to fulfill one of Client's material obligations under this Agreement, or for other good cause, or for any other reason authorized by law (including the ethical rules that govern lawyers).

**10. Client's Informed Consent.**
Client has carefully read this Agreement and considered the additional information and advice that Attorney has provided to Client. Client understands the possible risks and benefits of the limited-service representation described in this Agreement. Understanding those possible risks and benefits, Client voluntarily, knowingly and intentionally enters into this Agreement with Attorney.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Attorney

Date:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Client

Date: