

# **LAW OFFICES OF DANIEL S. WASSMER**

## **Sample Retainer Agreement for Legal Representation**

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Individuals and/or entities, hereinafter identified as Client, Clients or the Clients

and,

The Law Firm of:

The Law Of Daniel S. Wassmer hereinafter identified as: Attorney, Attorneys, the Firm, Counsel, or Law Offices hereby enter into this agreement regarding the retention of Attorneys by the aforementioned Client(s) to provide legal advice, counsel and related professional legal services.

**Attorneys/Firm:** The Attorney assigned to your matter will be one or more Attorneys affiliated with, employed by or serving as Counsel to or with the Law Offices of Daniel s. Wassmer.

For the purpose of your retention all Attorneys who may work on your matter will be or presently are licensed to practice law in all jurisdictions relevant to this matter.

In the event that your matter involves a without the jurisdiction in which attorneys of this firm is not licensed, the firm has the option: of either retaining local counsel (on your behalf), seeking admission pro-hac vice (limited practice authorization subject to Court approval), or referring this matter to local counsel of it's choice, (or any combination thereof).

If any individual Attorney is assigned to provide services to Client, that attorney understands that the Client expects that the Attorney will be responsible for managing the representation, assuring compliance of others with the terms of this agreement, ethical requirements, preparing or guiding the preparation and substantiating of all bills, and communicating with Client.

**Matter:** The Firm and Client recognize that the Firm has been retained by Client in connection with:

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The Firm represents that it is competent to handle the aforementioned matter.

In the event that additional matters are assigned by Client to the Firm, the Firm has the option of either seeking a separate retainer agreement or may apply the terms of this agreement to those matters. For the purpose of applying this retainer the Client should be aware that any requests for additional services communicated to the attorney and/or

firm would fall under this agreement at the firm's option. Such communications may involve oral, or written communications or may be implied based upon the scope of the matter identified herein.

Review of ethical obligations before initiating representation: Attorney has or will conduct a thorough investigation and determined whether the Firm is aware of any direct conflict of interest or any ethical impediment to your representation. In the event of an ethical conflict the firm shall notify the client(s) within a reasonable time following its discovery.

The Firm agrees to take all necessary steps to avoid or mitigate any such impediment.

Client agrees that in the event a conflict arises that that disclosure would not preclude counsel for seeking payment of fees on those grounds up until the later of the date of discovery or the date in which the Firm determines are necessary to protect the client's legal interests. Moreover, upon agreement in accordance with the rules of ethics counsel may proceed in the representation provided the client(s) agrees in writing.

In the event that this retainer agreement is being executed for purposes of litigation the parties agree that the retainer may be limited to handling specific stages of the proceedings only [i.e.: trial and /or arbitration, or appeal]. In the event that the Firm opts to provide representation for only a specific stage the Firm shall notify the Client at the completion of that stage providing additional requirements to cover additional services [typically a new financial retainer requirement to cover certain costs that it deems necessary to properly handle your matter]. This may be addressed at the Firm's discretion.

**Commencement of Representation:** Representation is always effective on the date that a fully executed agreement has been tendered or in the event of a financial condition, upon the date that a retainer deposit has been fully paid.

*Periodically, clients forward matters involving requests for immediate and/or emergency relief. In accordance with Rule 1.5 (b) of Pennsylvania's Rules of Professional Conduct an Attorney may undertake representation prior to formally communicating its client's fee arrangement. In such an event the client is advised that it would be responsible for any work performed on that basis and that this communication serves to comply with the writing requirement set forth within that rule.*

In all situations, the representation contemplated by this agreement shall continue until terminated by either the represented Party or by the Firm by written notice and consistent with ethical requirements. The client acknowledges that if the Attorney is discharged the Client remains liable for all fees, cost and expenses incurred until a formal substitution of Counsel has occurred. In addition, the Client acknowledges that a lien exists on its file until all outstanding bills have been paid in full.

**Responsibility for the Matter:** The Client acknowledges that the firm and its designated attorney shall be responsible for guiding the work performed.

**Attorneys Fees (Hourly):** Attorneys will be paid for their services based on the number of hours expended on behalf of Client (rounded to the nearest tenth hour for each time entry), not to include time billable to or compensated by other clients, multiplied by the Attorney's regular hourly rate of \$ 245.00 or upon such other rate as to which the Firm

has agreed to accept.

**Retainer:** Recognizing that any legal work has associated costs, the Client shall deliver a replenishable retainer of \$\_\_\_\_\_ against which bills, costs and expenses may be charged. In the event that the aforementioned sum is not received or replenished in a timely fashion the attorney shall not be obligated to either undertake or continue their representation in this matter. Moreover, at the attorneys may, at their own discretion summarily withdraw from this matter substituting client as a pro-se party [i.e.: self represented].

**Non-billable time:** Attorney will bill client only for time reasonably and necessarily incurred to service client's legal needs in accordance with this Agreement. Time attributable to billing questions is not billable, for example.

**Changes to hourly rates:** The Firm may from time to time change their rates. In the event that the attorneys amend their fee schedule they may do so by providing 30 days written notice to the client prior to the effective date of the change. In the event of a change in the fee outlined to the client the client may ask attorney to discontinue representation in writing. Upon receipt of a statement to discontinue the attorney may charge at the new rate, in order to protect the clients interests until the client has obtained new counsel. Client agrees that in the event that it opts out of the new fee attorney shall have a retaining lien upon client's file which shall be released upon payment of all outstanding fees, costs and expenses. Client further agrees to undertake steps to secure new counsel in a prompt fashion after notifying counsel of it's intent to discontinue with representation. In the event that client has not obtained new counsel within 45 days of providing written notice attorney may deem the opt out ineffective and either elect to withdraw or continue representation at the revised rate.

**Additional time-keepers:** Additional billing staff may be added to the matter without advance approval from Client. In the event that additional time-keepers are added to the staff, their hourly rates shall be provided to Client in advance, and their rates and billing practices shall comply with the requirements of this Agreement. Presently additional time keepers include paralegal assistance which is ordinarily billed at \$95.00/hr. In addition, Partners are billed at the regular rate of \$245.00/hr.. Associate Attorney's, Contract Attorney's or Outside Counsel (as added) are billed at the rate of not less than \$175.00/hr. or as otherwise communicated to the Client.

**Existing work product:** To the extent the Attorney makes use of existing work product, e.g., in the form of research previously performed for another client, then Attorney may bill only that time expended in using that work product for Client. In other words, no premium, markup, or other adjustment may be made to bill Client for time spent on work already performed.

**Billing of Fees and Expenses:** Attorney shall comply with the following requirements as to billing fees and expenses as a condition precedent to Client's obligation to pay each bill:

**Bill format:** Attorney shall provide detailed, itemized bills which, at a minimum: clearly identify each person performing services (i.e., time-keepers) in conjunction with each entry, record the time expended by each time-keeper separately, state the amount of time expended by each time-keeper daily (and, within each day, broken down by task

where more than one project or task was worked upon within the same day), describe within each itemized daily task entry, in sufficient detail to readily allow the Client to determine the necessity for and reasonableness of the time expended, the services performed, the project or task each service relates to, the subject and purpose of each service, and the names of others who were present or communicated with in the course of performing the service, in a summary at the beginning or end of the bill, recap the total current hourly rate for each time-keeper, the total time billed by each time-keeper in that bill, the product of the total time times the hourly rate for each time-keeper, the total fees charged, and a reconciliation between the amount charged and any applicable estimated or budgeted amount, by task (if applicable). Note: that estimates if provided are for informational purposes only and shall only be construed as guides. No estimate shall serve as a cap upon actual fees charged.

**Expenses:** Client will pay the actual, reasonable cost of the following expense items if incurred in accordance with the guidelines below and promptly itemized in Attorney's monthly bill: As per the annexed schedule subject to amendment for actual expense increases.

**Expedited or emergency services:** The Firm attempts to avoid using expedited or emergency services, such as express delivery services, couriers, telecopying, overtime, and so on, unless necessary because of unexpected developments, extremely short deadlines, or ethical considerations warranting their use for the good of the client.

**Bill and expense documentation:** Attorney understands that he or she must have documentation to support all aspects of each bill, including fees and expenses, and must maintain that documentation until at least one year after the termination of the representation. This documentation shall be made promptly available by Attorney to Client (or Client's designated representative, including an accountant or legal bill auditor) upon Client's written request. Attorney agrees to cooperate with any examination of this documentation and Attorney's fees and expenses, e.g., by responding promptly and completely to any questions Client or its designated representative may have. Attorney shall notify Client in writing at the Client's last known address at least 60 days in advance of destroying any such records and, in the event that Client requests that they be preserved, shall preserve them at least one additional year (with Client responsible for paying the actual cost of storage). This documentation shall include, for example, original time records, expense receipts, and documentation supporting the amount charged by Attorney for expense items generated by the Attorney or his or her firm.

**Payment terms:** Attorney bills complying with this Agreement are due and payable upon receipt. Billing terms are payment in full within 30 days. For payments not received in a timely fashion the Firm may charge interest on all outstanding balances at a rate of 1% interest per month thereafter. In the event that any bill remains due beyond the due date client agrees that attorney may withdraw from representation. The Clients for services remain jointly and severally liable for the payment of all invoices to the extent that they are united in interest. In the event that any entity is named any party requesting the services of the firm shall serve as a guarantor of payment for any fees, expenses or associated costs of the Firm, as reflected within the Firms billing.

**Staffing and matter management:** Attorneys have been retained specifically because they understand what is required to handle this matter. Employment of additional individuals, whether attorneys, paralegals, or others, who will bill time to Client is

permitted. Additional attorneys, paralegals, etc. shall be billed as set forth according to either the emergency rate, a formal schedule which shall be forwarded to the client within a reasonable amount of time after the additional staff is employed to assist on client's behalf, or as set forth within this agreement.

**Confidentiality and public relations:** Attorney is not authorized to waive or release any privilege or other protection of information, confidential, secret, or otherwise, obtained from or on behalf Client. Attorney is to keep all confidential, privileged, or secret information confidential. This requirement is perpetual, i.e., it will continue even after the termination of the relationship and this Agreement. Attorney is not authorized to identify Client as a client, for purposes of marketing or advertising, without Client's prior approval.

**Ownership of Attorney work product:** Attorney understands that all work product prepared by Attorney or his or her firm at the expense of Client (or for which Client is otherwise billed) shall become the property of the Client upon full payment of all outstanding bills. Notwithstanding that the work product is client's, client authorizes Attorney or his or her firm to maintain copies of all work for its records. Moreover client allows Attorney to refer to said materials provided said materials do not disclose the identity or facts which would tend to disclose the identity of client.

**Dispute resolution:** Attorney and Client agree that all disputes regarding Attorney's fees or expenses are to be resolved either by arbitration or by submission of the dispute to a Court having jurisdiction within the municipality of the Firm Office, or in accordance with rules that may be established from time to time by the BUCKS COUNTY BAR ASSOCIATION fee mediation panel. The option of resolution shall be at the Firms sole discretion.

**Governing law, modification of this Agreement, entire agreement:** This Agreement is to be interpreted in accordance with the laws of Pennsylvania or such Law based upon the Home Office of the Firm and with the ethical requirements of that jurisdiction. The Agreement may not be modified in any way without the express, written agreement of both parties. This represents the entire agreement of the parties.

Client(s):

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accepted by:

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For the Law Offices of Daniel S. Wassmer