

ATTORNEY ENGAGEMENT LETTER

RE: _____

1. **THE PARTIES.** This Attorney Engagement Letter (the "Letter") is made effective as of _____ by and between:

Law Firm: _____ with
_____ as appointed attorney (the "Attorney"), and

Client: _____ with a mailing address of
_____ (the "Client").

2. **SERVICES.** The Attorney agrees to provide the following legal service(s) in connection with the Client's legal needs and interests:

(the "Services").

3. **TERM.** The Services shall commence on _____ (mm/dd/yyyy) and end: (check one)

- Upon completion of the Services performed.
- On the date of _____ (mm/dd/yyyy).
- Other: _____.

4. **COMPENSATION.** In consideration for the Services provided, the receipt of which is acknowledged, the Attorney is to be paid in the following manner: (check all that apply)

- Per Hour. \$ _____ / hour.
- Per Job. \$ _____ for the completion of the Services.
- Contingency Only. See Section 7: Contingency.
- Other: _____.

5. PAYMENT METHOD. The Attorney shall be paid, in accordance with Section 4, in the following manner: (check one)

- Every week month quarter, beginning on _____ (mm/dd/yyyy).
- Upon completion of the Services performed.
- Upon the Client receiving an invoice from the Attorney.
- Other: _____.

6. RETAINER. The Client is: (check one)

- REQUIRED to pay an initial retainer in the amount of \$_____ to the Attorney as a deposit for the Services to be provided (the "Retainer"). The Retainer shall be applied against actual legal services performed for the Client and as otherwise stated in Section 8 of this Letter.
- NOT REQUIRED to pay a Retainer before the Attorney is able to provide Services.

7. CONTINGENCY. As part of the Attorney's pay: (check one)

- There SHALL be a contingency fee arrangement in accordance with:
(check applicable)
 - _____% of _____.
 - Flat fee of \$_____ for the following:
_____.
- There SHALL NOT be a contingency fee arrangement as part of this Letter.

8. EXPENSES. The Attorney shall be: (check one)

- Responsible for ALL expenses. The Attorney shall be responsible for all expenses related to providing the Services under this Letter.
- Responsible for ONLY the following expenses:

The Client agrees to pay the Attorney within thirty (30) days of receiving notice of any other expense directly associated with the Services. Upon the Client's request, the Attorney may have to show receipts or proof of purchase for said expense.
- Responsible for NO expenses. The Attorney shall not be responsible for any expenses related to providing the Services. The Client shall be responsible and will be required to pay for all expenses in connection with the Services provided. The Client agrees to pay the Attorney within thirty (30) days of receiving notice of any expense directly associated with the Services. Upon the Client's request, the Attorney may have to show receipts or proof of purchase for said expense.

9. LEGAL NOTICE. All notices required or permitted under this Letter shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States Postal Service via Certified Mail with return receipt. If the Client or Attorney prefers to receive notices to an address differing from the mailing address entered in Section 1, enter any new addresses below:

Client's Address: _____
Attorney's Address: _____

- 10. TERMINATION OF LETTER.** This Letter may be terminated at any time by the Attorney or the Client by written notice to the other party with at least _____ days' notice. Notice shall be deemed to have been sufficiently given either when served personally or when sent by first-class mail address to the parties at the addresses set forth in this Letter.
- 11. DISPUTES.** If any dispute arises under this Letter, the Attorney and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator or the American Arbitration Association (AAA). The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by any decision of the arbitrator, they shall submit the dispute to litigation. The jurisdiction for any dispute shall be administered in _____ County, State of _____.
- 12. RETURN OF RECORDS.** Upon termination of this Letter, the Attorney shall deliver all records, notes, and data of any nature that are in the Attorney's possession or under the Attorney's control and that are of the Client's property or relate to the Client's business.
- 13. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Letter shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Letter.
- 14. INDEPENDENT CONTRACTOR STATUS.** The Attorney, under the Code of the Internal Revenue (IRS) and applicable federal, state, and local law, is an independent contractor and neither the Attorney's employees nor contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Attorney agrees and represents that:
- a) The Attorney has the right to perform Services for others during the Term of this Letter;
 - b) The Attorney has the sole right to control and direct the means, manner, and method by which the Services required under this Letter will be performed;
 - c) The Attorney has the right to hire assistants as subcontractors or to use employees to provide the Services under this Letter;
 - d) The Services required by this Letter shall be performed by the Attorney or the Attorney's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Attorney;
 - e) Neither the Attorney nor the Attorney's employees or personnel shall receive any training from the Client for the professional skills necessary to perform the Services required by this Letter; and
 - f) Neither the Attorney nor the Attorney's employees or personnel shall be required by the Client to devote full time to the performance of the Services required by this Letter.
- 15. STATE AND FEDERAL LICENSES.** The Attorney represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Letter.

16. INDEMNIFICATION. The Attorney shall release, defend, indemnify, and hold harmless the Client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable Attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of services provided under this Letter or by Attorney's failure to perform or comply with any requirements of this Letter including, but not limited to, any claims for personal injury, property damage, infringement of copyright, patent, or other proprietary rights. The Client reserves the right to retain whatever funds which would be due to the Attorney under this Letter until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.

17. CONFIDENTIALITY & PROPRIETARY INFORMATION. The Attorney acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Attorney in order for the Attorney to perform their duties under this Letter. The Attorney acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Attorney will not disclose or use, either during or after the term of this Letter, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform the Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

- a) The written, printed, graphic, or electronically recorded materials furnished by the Client for the Attorney to use;
- b) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that the Client makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and
- c) Information belonging to customers and suppliers of the Client about whom the Attorney gained knowledge as a result of the Attorney's Services to the Client.

Upon termination of the Attorney's Services to the Client, or at the Client's request, the Attorney shall deliver all materials to the Client in the Attorney's possession relating to the Client's business. The Attorney acknowledges any breach or threatened breach of confidentiality under this Letter will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

Furthermore, proprietary information under this Letter shall include:

- a) The product of all work performed under this Letter (the "Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress and deliverables, will be the sole property of the Client, and the Attorney hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other

proprietary rights therein. The Attorney retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

- b) The Attorney hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during the Attorney's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and
- c) The Client will be entitled to use the Attorney's name and/or likeness in advertising and other materials.

18. ASSIGNMENT AND DELEGATION. The Attorney may assign rights and may delegate duties under this Letter to other individuals or entities acting as a subcontractor (the "Subcontractor"). The Attorney recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Attorney shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with this section. If any such information is shared by the Subcontractor with third (3rd) parties, the Attorney shall be made liable.

19. GOVERNING LAW. This Letter shall be governed under the laws in the State of _____.

20. SEVERABILITY. This Letter shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court administers that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

21. ADDITIONAL TERMS AND CONDITIONS.

22. ENTIRE LETTER. This Letter, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Letter supersedes any prior agreements, promises, conditions, or understandings between the Client and the Attorney. This Letter may be modified or amended if the amendment is made in writing and is signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Letter on the dates written hereunder.

Attorney's Signature: _____ **Date:** _____

Print Name: _____

Client's Signature: _____ **Date:** _____

Print Name _____