



Sample Engagement Agreement Clauses

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SCOPE

What is Inside the Scope of this Agreement & Included in the Fee

The Quoted Flat Fee and Monthly Flat Fee Includes:

- Drafting and filing a Petition for Dissolution of Marriage (you will be billed the filing fee of approximately \$400.00);
 - Submitting the Petition to be served on the Respondent (you will be billed for the process server fee of \$85.00 if formal service is not waived);
- If formal service is waived, I will draft a Waiver of Service and Appearance form for the other party.
- Coaching and advising you through any mediation and/or family therapy if ordered by the court;
- Assisting you with drafting the Uniform Financial Disclosure Form and reviewing the other side's Uniform Financial Disclosure Form (if not waived);
- Representing you in court at the following dates:
 - Status dates (approximately one per month);
 - 1 pretrial conference (if one is scheduled); and
 - 1 "prove-up" court date to finalize the dissolution.
- Negotiation of any settlement terms with the opposing party or their attorney;
- Negotiating and drafting a comprehensive Judgment for Dissolution of Marriage, including a Marital Settlement Agreement (resolving the property issues), and an Allocation of Parental Responsibilities and Parenting Plan (resolving the issues relating to children);
- Drafting a Uniform Order for Support and Income Withholding Order (if needed), including submitting them to the payor's employer;
- Drafting the required prove up documents including the Military Affidavit (if necessary), Uniform Prove Up Sheet and Order on Prove Up; and
- Drafting the Court Reporter Information Sheet, obtaining a copy of the court transcript within 28 days from the prove up, filing the original transcript with the Judge's clerk, and sending a copy of the filed transcript to both parties (you will be billed for the transcript fee of approximately \$30.00);
- Coaching and advice by email, phone, and in person throughout the litigation.

What is Outside the Scope of this Agreement and Not Included in the Fee

Please note that the quoted flat fee and monthly flat fee are only for the work described above and do not include drafting, filing, or litigating additional contested matters. Should litigation outside the scope of what I have detailed above arise, we may determine that the Attorney should provide additional limited services or assume full representation. Attorney may decline

to provide additional services. If Attorney agrees to provide additional services, we will need to agree in writing for an additional fee.

The scope of work under this engagement agreement does not include work beyond the tasks listed above or assistance with or representation on any other tasks that may be pending, which includes but is not limited to my appearance at or my preparation for any contested hearing, work related to temporary orders, or work related to any other motion that may be filed including for contempt, a protection order, to compel, or to appoint a Child & Family Investigator (CFI) or Parental Responsibilities Evaluator (PRE).

Work outside the scope of this engagement will be handled by an addendum to this agreement. If a complete agreement is not reached and a contested hearing is necessary, you can choose to extend my representation and have me represent you at the contested hearing. If you choose to add this additional representation, you understand there will be an additional cost of \$_____ per hearing. If any lay witness may be called other than you and the other party, there will be an additional cost of \$_____ per lay witness. If an expert witness, including a CFI or PRE, may be called by either party, there will be an additional cost of \$_____ per expert witness. If you choose not to extend my representation, you understand that after the completion of the tasks above, you will represent yourself, I will not appear as your counsel before the court for any contested hearing, and the management of your case will be your sole responsibility.

You understand that I will not be appearing as your counsel before the court, which includes the family court facilitator. You are responsible for any contact with the court and you will be appearing before the court on your own. This means you alone will be signing pleadings, filing documents, going to court, attending settlement conferences (such as mediation), negotiating, and communicating with the opposing party and/or opposing counsel.

You specifically understand and agree that the management of your matter is your sole responsibility. You must follow court rules during the pendency of your case. If you do not follow these rules, your case may be dismissed or you may be penalized, including, but not limited to, fines or sanctions issued against you by the court.

I will not mail or e-file your pleadings to the court, receive court orders for you, or keep you apprised of court deadlines. You are solely responsible for all document preparation, filings, and deadline management associated with your matter.

I will not at any time be responsible for any of your misunderstandings of the law, the legal process, or of the facts. You accept that one of the dangers of separated (or unbundled) legal

services is that you may not fully understand the law or the facts relevant to your matter, even when I have thoroughly advised you regarding the same. Any of your misunderstandings may significantly prejudice your case.

I can only advise you upon the information that you provide to me. You understand that I will not conduct any independent investigation into the facts of your matter at this time. The level of counseling I am able to provide you will be commensurate with how much I know about your matter. If you do not provide me with all the information I need, I cannot provide you with a high level of legal advice. I will not contact the court, nor will I attempt to access the Colorado Court E-filing System to obtain any information or documents related to your case. You are solely responsible for providing me with all the documents and relevant facts of your matter related to the assistance you are seeking.

You agree to pay the deposit according to the following schedule:

\$_____ at the time of signing this agreement;

1. \$_____ by [Date]; and
2. \$_____ by [Date].

You agree that the payment information you provide to make the first installment amount will be automatically charged for the subsequent installment payments on the specified date. If you'd like to use a different payment method for the subsequent installment payments, please let me know at least 5 business days before the automatic payment is scheduled. If a portion or all of a scheduled payment has been earned when it's collected, that portion of the payment will be deposited directly into my operating account.

WHEN A FEE IS EARNED

- II. **Flat Fee.** This is a flat fee agreement. Client will pay Lawyer [or Firm] \$_____ for Lawyer's [or the Firm's] performance of the Services described above in Section I, above, plus costs as described in Section VI, below. Client understands that Client is NOT entering into an hourly fee arrangement. This means that Lawyer [or Firm] will devote such time to the representation as is necessary, but the Lawyer's [or Firm's] fee will not be increased or decreased based upon the number of hours spent.
- III. **When Fee is Earned.** The flat fee will be earned in increments, as follows:
- a. Description of increment: _____ Amount earned: _____
 - b. Description of increment: _____ Amount earned: _____
 - c. Description of increment: _____ Amount earned: _____
 - d. Description of increment: _____ Amount earned: _____
 - e. Description of increment: _____ Amount earned: _____

The flat fee will be earned when Lawyer [or Firm] provides Client with [insert Services listed above here].

You agree to pay a flat fee of \$_____ (\$_____ for my services and \$_____ for third-party expenses). This amount will be collected up-front and initially deposited into a trust account if the fee has not been earned yet or the expenses credit has not been used yet.

I will earn and withdraw funds from the trust account upon completion of certain milestones:

1. Once the Petition is drafted, ten percent (10%) of the flat fee for my services will be considered earned and withdrawn.
 2. Once the Initial Status Conference is complete or a Stipulated Case Management Plan is filed, fifteen percent (15%) of the flat fee for my services will be considered earned and withdrawn. If the Court does not require an Initial Status Conference, that fifteen percent will be considered earned and withdrawn 45 days after the date the Petition was filed.
 3. Once your Sworn Financial Statement is drafted, twenty-five percent (25%) of the flat fee for my services will be considered earned and withdrawn.
 4. Once mediation is complete or a Parenting Plan has been drafted, fifty percent (50%) of the flat fee for my services will be considered earned and withdrawn.
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You will be automatically charged \$_____ each month. This amount will be collected up-front and initially deposited into a trust account. The fee will be considered earned 30 days later and will be automatically withdrawn from trust.

You agree to provide payment information within three business days of signing this agreement. The automatic charge or withdrawal will occur on the same day each month. By default, it will be based on the day the first payment is made. If you'd rather the payment be paid on a certain day of the month, please let us know when your payment information is being collected. Payments cannot be processed on the 29th, 30th, or 31st of the month since not every month has those dates. Please keep in mind, the engagement will not begin until the first payment has been collected.

In addition to the fee for my service, you will be required to pay all expenses incurred such as service fees, filing fees, mediation, expert witness fees, and court reporter fees. You agree to pay these expenses directly to the appropriate provider. You understand non-payment or late payment may result in a delay or dismissal of your case.

In addition to the flat fee for my services, you will be required to pay all expenses incurred, including service fees, filing fees, mediation, expert witness fees, court reporter fees, and any single printing, postage, or copy services in excess of \$_____. As an estimate, it will cost about \$_____ to initially file the case and \$_____ for each additional filing after that. If it's required that the other party be personally served, there will also be an expense of about \$_____ to complete service. Mediation can cost anywhere from \$_____ to more than \$_____ depending on the mediator and the time spent. Where possible, you agree to pay for these expenses directly.

As part of this engagement, you have a \$_____ credit to be used towards these third-party expenses, which will be automatically applied to any expense I pay on your behalf. If there is any remaining credit at the end of the engagement, you can choose to add it to the total legal fee if you feel I provided exceptional service. Otherwise, you can request the remaining credit be refunded to you. If the credit is used up and I pay for an expense on your behalf, you will be sent a detailed billing statement describing the incurred expenses after a milestone is complete. You agree to pay the outstanding balance for any unpaid incurred expenses within five (5) business days of receiving the billing statement. Failure to repay any unpaid expenses will result in the termination of this engagement.

ASSUMPTIONS UPON WHICH THE AGREEMENT IS BASED

This agreement confirms our recent discussion regarding the scope and terms of our engagement. As we discussed, [insert assumptions]. Your goal is [goal]. To help you work towards your goal, I will represent you in [case type].

RIGHT TO RENEGOTIATE

This flat fee amount for my services is based on my assessment of your case, given the known facts provided. You understand that while my role is to work towards a fair outcome at a reasonable cost, you also understand that I cannot control the other party or the other lawyer and whether their actions make your case more complicated or require additional work outside the scope described above. Should your case become more complicated or require additional work outside the scope described above, which includes but is not limited to hearings, temporary orders, or any other motions filed, an additional fee will be required to cover the additional work. The additional work will not be done until an additional engagement agreement is signed and the deposit for the additional work is received.

BOUNDARIES AND EXPECTATIONS

Although I do not keep traditional office hours, I strive to respond to all communication by the end of the next business day. While I may make myself available during non-traditional business hours or on the weekends, you agree to respect my time and only contact me during these times in an emergency, unless we have a previously scheduled appointment. If there is an emergency, please send an urgent email, and I will respond as soon as possible.

My fee under this agreement includes up to _____ hours of communication time, whether it be by email, phone, text, or in-person meetings, which is the amount of communication time typically necessary for the services listed in this engagement. This time includes communication with you, the other party, the other lawyer, or any third party, including the Court. Should you want more communication time than what is included, you can purchase additional time at a rate of \$_____ per hour. The fee for the additional communication time will be initially held in trust and billed as it is used. Any unused funds will be refunded to you at the conclusion of the case. I will let you know in advance if you are close to exceeding the included communication time and whether you will likely need to purchase additional time.

You understand that I will mainly communicate with you by email. If you have concerns about certain communication being sent by email, you agree to use your client portal account to send a secure message to me, and you understand I will respond through the same.

If the other party is unrepresented, I will not communicate with them by phone. All communication with the other party who is not represented must be through email.

Throughout this matter, you understand that you will make decisions concerning the objective of the matter, but that I reserve the right to make strategic decisions in working towards that objective.

You understand this matter involves a family law case. Family law cases are never easy and no one ever "wins". They are stressful and emotional for everyone involved, especially children. You understand that it is in everyone's best interest if disputes and disagreements are resolved amicably, respectfully, and fairly. You agree to keep your children entirely out of the conflict so that they avoid any unnecessary trauma. You understand it is in your children's best interests to have a relationship with both of their parents, and that, in most situations, both parents have a right to a relationship with their children.

You understand that family law cases are handled by the _____ court in [State]. Domestic courts are courts of equity. If the Court is the decision-maker in your matter, you understand you will no longer retain control over the outcome and the Court will make decisions that are fair, not

necessarily equal. The Court's decision is final, and you will not get everything you want. To avoid losing control over the outcome and having to pay additional legal fees, you understand you will need to compromise and reach an agreement with the other party.

FILE RETENTION, ACCESS, AND DELIVERY

I will keep the file related to this matter for _____ years. Following the end of that period, I will destroy the file as long as there are no related pending or threatened legal proceedings. If I provide you notice that I will be destroying the file prior to the _____-year period, such notice will be sent to you at the last known address that you provided me a minimum of _____ days prior to the date I intend to destroy your file.

For efficiency, ease of retention, and portability, I strive to maintain all documents in a digital format. Therefore, I will send you copies of all documents through your secure client portal account and ask that you share documents with me through the same. All documents filed with the Court will be saved in your client portal account. When you receive documents, you should download and store them in a secure place. If you need paper copies at any time, I will make the copies and bill you for the expense or cooperate in sending the documents to the secure copy service of your choice. You can control expenses for copies by keeping digital copies of your documents.

You understand that I will manage your case, communicate, and store electronic files on a variety of platforms, including on third-party cloud-based servers. You consent to my use of these services for communication, management, and document storage. I will endeavor to take all steps necessary to preserve and maintain the confidentiality of all your information and records, however, you understand and agree that such information and records may be subject to unauthorized access outside the control of [Firm] and agree to hold [Firm] harmless from any breaches of confidentiality of your information and records not caused by [Firm].

EARLY TERMINATION

You may terminate my services described in this agreement at any time and for any reason.

I also reserve the right to withdraw from this matter and terminate this agreement. The following events will be grounds for my withdraw, following written notice to you:

- Failure to pay the agreed-upon fee or to keep current with payment of expenses;
- Any misrepresentation of facts or events in the case, whether intentional or negligent;
- Any intentional omission or concealment of facts or events, whether or not the misrepresentation or omission is material to the case;
- A refusal to provide me with documents or other information in your possession that are necessary for your case;
- Obstructionist conduct such as failure to cooperate or conduct that makes it unreasonably difficult for me to carry out the representation effectively or efficiently; or
- A request that I take action which is not in your best interest or violates the law or the [State] Code of Professional Conduct.

If our engagement is terminated prior to the completion of the milestones described in this agreement, I will retain the amount earned for the services outlined above that have been completed. For any milestone outlined above that has been started but not yet been completed, I will retain an amount equal to the number of hours I worked on that milestone up through the time of termination multiplied by an hourly rate of \$_____. Any unused amount will be refunded to you.

AGREEMENT VALIDITY AND EXPIRATION

If you agree with the terms described above, please return a signed copy of this agreement and pay the deposit as described above **within three (3) days**. If I do not receive a signed copy of this agreement and the deposit, I will not be your lawyer nor will I commence any work on your case. Additionally, after such time has passed, the proposed terms described in this letter will no longer be valid.

RECURRING ELECTRONIC SIGNATURE AUTHORIZATION FORM

Please complete the information below:

I, _____, authorize [insert law firm name] to charge my credit card or checking/savings account indicated below for \$_____ on the _____ of each week/month for payment of my outstanding bill for legal services.

Billing Address _____

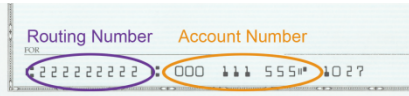
Phone _____

City, State, Zip _____

Email _____

Checking/Savings Account

<input type="checkbox"/> Checking	<input type="checkbox"/> Savings
Name on Acct	_____
Bank Name	_____
Account Number	_____
Bank Routing #	_____
Bank City/State	_____



Credit Card

<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard
<input type="checkbox"/> Amex	<input type="checkbox"/> Discover
Cardholder Name	_____
Account Number	_____
Exp. Date	_____

Signature _____

Date _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify [insert law firm name] in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non

APPENDIX | G. Sample Engagement Agreement Clauses

Sufficient Funds (NSF) I understand that [insert law firm name] may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$_____ charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.