

Engagement Letter Supplement

Firm Name:	
Client Code:	

Engagement Letters are critical to reducing the risk of malpractice.

If your firm has previously provided an acceptable copy of its engagement letter, please disregard this request.

If your firm has not provided its engagement letter or has provided an engagement letter missing any of the five elements below; please provide a copy of your most recently used engagement letter on firm letterhead containing all five elements below.

FIVE ESSENTIAL ELEMENTS:

Identity of the client.

Scope of Representation that includes key terms of legal representation.

Sample Wording: We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact [name of attorney handling the matter] prior to signing this engagement agreement. Scope of Representation: We have been engaged to represent [name of client or clients] for the purpose of _____ [describe matter or case with specificity]

Fee structures and billing agreements. (Note: If this information is included in a separate Fee Agreement, please provide a copy of that agreement).

Sample Wording: We will submit a bill to you every thirty days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements. You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment.

Termination agreement includes file retention and destruction terms.

Sample Wording: At the conclusion of this matter, we will retain your legal files for a period of _ years after we close our file. At the expiration of the _-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

Countersignature line that is used to receive the client's signature prior to beginning work on any new matter.