ENGAGEMENT LETTER FOR LEGAL SERVICES

RE: _____

Dear _____,

This Engagement Letter for Legal Services ("Letter"), made effective as of _____, 20____, between the law firm of _____ with _____ as the appointed attorney (“Attorney”) and agrees to represent _____ (“Client”) in regard to legal representation.

Services. Attorney agrees to provide the following Services: _____ _____ _____ ("Services").

Term. The Services shall commence on _____, 20____, and end: (check one)

☐ - At completion of the Services performed.
☐ - The date of _____, 20____.
☐ - Either party may terminate this Letter with ____ days’ notice.
☐ - Other. _____.

Compensation. In consideration for the Services provided, the Attorney is to be paid in the following manner: (check all that apply)

☐ - Contingency only (see next section).
☐ - Per Hour. $____ /hour.
☐ - Per Job. $_____ for the completion of the Services.
☐ - Other. _____.

Contingency. As part of the Attorney’s Pay: (check one)

☐ - There **SHALL** be a contingency-fee arrangement in accordance with: (check applicable)
☐ - ____% of _____.
☐ - There **SHALL NOT** be a contingency-fee arrangement as part of this Letter.

Payment. Attorney shall be paid, in accordance with the ‘Compensation’ section: (check one)

☐ - On a ☐ weekly ☐ monthly ☐ quarterly basis beginning on _____, 20___.
☐ - At completion of the Services performed.
☐ - Upon the Client receiving an Invoice from the Attorney.
☐ - Other. _____.

Retainer. The Client is: (check one)

☐ - Required to pay a Retainer in the amount of $_____ to the Attorney as an advance on future Services to be provided ("Retainer"). The Retainer is: (check one)

☐ - Refundable.

☐ - Non-Refundable.

☐ - Not required to pay a Retainer before the Attorney is able to commence work.

Expenses. The Attorney is: (check one)

☐ - Responsible for all expenses. The Attorney shall be responsible for all expenses related to providing the Services under this Letter. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions and/or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by the Attorney including out-of-pocket expenses.

☐ - Reimbursed for ONLY the following expenses: _____. Client agrees to pay the Attorney within thirty (30) days of receiving notice of any expense directly associated with the Services. Upon request by the Client, the Attorney may have to show receipt(s) or proof(s) of purchase for said expense.

☐ - Not required to pay or be responsible for any expense in connection with the Services provided.

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 _____.

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 different** from the mailing address than above, enter below:

Client's Address: _____

Attorney's Address: _____

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 Client's business.

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.

Independent Contractor Status. The Attorney, under the code of the Internal Revenue (IRS), is an independent contractor and neither the Attorney's employees or contract personnel are, or

shall be deemed, the Client's employees. In its capacity as an independent contractor, the Attorney agrees and represents:

a.) Attorney has the right to perform Services for others during the term of this Letter;
b.) 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; Attorney shall select the routes taken, starting and ending times, days of work, and order the work that performed;
c.) Attorney has the right to hire assistant(s) as subcontractors or to use employees to provide the Services under this Letter.
d.) Neither Attorney nor the Attorney's employees or personnel shall be required to wear any uniforms provided by the Client;
e.) The Services required by this Letter shall be performed by the Attorney, Attorney's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Attorney;
f.) 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
g.) Neither the Attorney nor 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.

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.

Payment of Taxes. Under this Letter, the Client shall not be responsible for:

a.) Withholding FICA, Medicare, Social Security, or any other Federal or State withholding taxes from the Attorney's payments to employees or personnel or make payments on behalf of the Attorney;
b.) Making Federal and/or State unemployment compensation contributions on the Attorney's behalf; and
c.) Making payments of taxes incurred while performing the Services under this Letter, including all applicable income taxes and, if the Attorney is not a business entity, all applicable self-employment taxes. Upon demand, the Attorney shall provide the Client with proof that such payments have been made.

Employees' Compensation. The Attorney shall be solely responsible for the following:

a.) Employee Benefits. The Attorney understands and agrees that they are solely responsible and shall be liable to all benefits that are provided to their employees, including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.
b.) Unemployment Compensation. The Attorney shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Attorney shall not be entitled to unemployment compensation with the Services performed under this Letter.
c.) Workers' Compensation. The Attorney shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Attorney hires employees to perform any work under this Letter, the Attorney agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Attorney must provide certificates proving workers' compensation insurance at any time during the performance of the Services.

Indemnification. Attorney shall release, defend, indemnify, and hold harmless 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 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, or infringement of copyright, patent, or other proprietary rights. 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.

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 Client for Attorney to use;

b.) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that 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 ("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 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. 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.) 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 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.

Assignment and Delegation. The Attorney may assign rights and may delegate duties under this Letter to other individuals or entities acting as a subcontractor ("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 to third (3rd) parties, the Attorney shall be made liable.

Governing Law. This Letter shall be governed under the laws in the State of _____.

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 rules 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.

Additional Terms and Conditions. _____
_____
_____

Entire Letter. This Letter, along with any attachments or addendums, represents the entire Letter between the parties. Therefore, this Letter supersedes any prior agreements, promises, conditions, or understandings between the Client and 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: _____