

## ENGAGEMENT LETTER: LIMITED SCOPE

*This is a sample limited scope letter of engagement. It is printed here by courtesy of Lawyers Mutual Liability Insurance Company of North Carolina. It is comprehensive and intended to assist lawyers in tailoring their own letter of engagement to their particular circumstances.*

This Agreement is made between the Attorney and Client named at the end of this agreement.

1. **Nature of Agreement.** This Agreement describes the relationship between the Attorney and Client. Specifically, this Agreement defines:
  - a. The general nature of Client's case;
  - b. The responsibilities and control that Client agrees to retain over the case;
  - c. The services that Client seeks from Attorney in his/her capacity as attorney at law;
  - d. The limits of Attorney's responsibilities;
  - e. Methods to resolve disputes between Attorney and Client; and
  - f. The method of payment by Client for services rendered by Attorney.
2. **Nature of Case.** The Client is requesting services from Attorney in the following matter: \_\_\_\_\_  
\_\_\_\_\_
3. **Client Responsibilities and Control.** The Client intends to handle his/her own case and understands that he/she will remain in control of the case and be responsible for all decisions made in the course of the case. The Client will:
  - a. Cooperate with Attorney or Attorney's office by complying with all reasonable requests for information in connection with the matter for which Client is requesting services;
  - b. Keep Attorney or Attorney's office advised of Client's concerns and any information that is pertinent to Client's case;
  - c. Provide Attorney with copies of all correspondence to and from Client relevant to the case; and
  - d. Keep all documents related to the case in a file for review by Attorney.
4. **Services Sought by Client.** The Client seeks the following services from Attorney (*please indicate services sought with check mark*):
  - a. Legal advice-office visits, telephone calls, fax, mail, e-mail.
  - b. Advice about availability of alternative means to resolving the dispute, including mediation and arbitration.
  - c. Evaluation of Client's self-diagnosis of the case and advising Client about legal rights.
  - d. Guidance and procedural information for filing or serving documents.
  - e. Review correspondence and court documents.
  - f. Preparation of documents and/or suggestion concerning documents to be prepared.
  - g. Factual investigation: contacting witnesses, public record searches, in-depth interview of Client.
  - h. Legal research and analysis.
  - i. Discovery: interrogatories, depositions, requests for document production.
  - j. Planning for negotiations, including simulated role playing with Client.
  - k. Planning for court appearances made by Client, including simulated role playing with Client.
  - l. Backup and trouble shooting during the trial.
  - m. Referring Client to other counsel, expert, or professional.
  - n. Counseling Client about an appeal.
  - o. Procedural help with an appeal and assisting with substantive legal argumentation in an appeal.
  - p. Preventive planning and/or legal check-ups.
  - q. Other: \_\_\_\_\_
5. **Attorney's Responsibilities.** The Attorney shall exercise due professional care and observe strict confidentiality in providing the services identified by a check mark in Paragraph 4 above. In providing those services, Attorney shall not:
  - a. Represent, speak for, appear for, or sign papers on the Client's behalf.
  - b. Provide services in Paragraph 4 that are not identified by a check mark.
  - c. Make decisions for Client about any aspect of the case.

CONTINUED ON OTHER SIDE

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## CONTINUED FROM OTHER SIDE

### 6. Method and Payment for Services.

- a. Hourly fee. The current hourly fee charged by Attorney for services under this agreement is as follows:

Senior Partner: \$ \_\_\_\_\_

Junior Partner: \$ \_\_\_\_\_

Associate: \$ \_\_\_\_\_

Unless a different fee arrangement is specified in clauses (b) or (c) of this Paragraph, the hourly fee shall be payable at the time of the service.

- b. **Payment from Retainer.** The Client shall have the option of setting up a deposit fund with Attorney. Services are then paid for from this retainer account as they occur. If a retainer is established under this clause, Attorney shall mail Client a billing statement summarizing the type of services performed, the costs and expenses incurred, and the current balance in the retainer after the appropriate deductions have been made. Client may replenish the retainer or continue to draw the fund down as additional services are delivered. If the retainer becomes depleted, Client shall pay for additional services as provided in clauses (a) or (c) of this Paragraph.
- c. **Flat Rate Charges.** The Attorney has the option of agreeing to provide one or more of the services described in Paragraph 4 for a flat rate. Any such agreement shall be set out in writing, dated, signed by both Attorney and Client, and attached to this Agreement.
- d. **Attorney Fees.** Should it be necessary to institute any legal action for the enforcement of this Agreement, the prevailing party shall be entitled to receive from the other party all court costs and reasonable attorney fees incurred in that action.

### 7. Resolving Disputes Between Client and Attorney.

- a. **Notice and Negotiation.** If any dispute between Client and Attorney arises under this Agreement, both Attorney and Client agree to meet and confer within ten (10) days of written notice by either Client or Attorney that the dispute exists. The purpose of this meeting and conference will be to negotiate a solution short of further dispute resolution proceedings.
- b. **Mediation.** If the dispute is not resolved through negotiation, Client and Attorney shall attempt, within fifteen (15) days of failed negotiations, to agree on a neutral mediator whose role will be to facilitate further negotiations within fifteen (15) days. If Attorney and Client cannot agree on a neutral mediator, they shall request that the [local or state] bar association select a mediator. The mediation shall occur within fifteen (15) days after the mediator is selected. The Attorney and Client shall share the costs of mediation, provided that payment of the costs and any attorney fees may also be mediated.
- c. **Arbitration.** If mediation fails to produce a full settlement of the dispute satisfactory to both Client and Attorney, Client and Attorney agree to submit to binding arbitration under the rules of the [governing] bar association. This arbitration must take place within sixty (60) days of the failure of mediation. Costs and attorney fees for arbitration and prior mediation may be awarded to the prevailing party.

8. **Amendments and Additional Services.** This written Agreement governs the entire relationship between Client and Attorney. All amendments shall be in writing and attached to this Agreement. If Client wishes to obtain additional services from Attorney as defined in Paragraph 4, a photocopy of Paragraph 4 that clearly denotes which extra services are to be provided, signed and dated by both Attorney and Client and attached to this Agreement, shall qualify as an amendment.

9. **Statement of Client's Understanding.** I have carefully read this Agreement and believe that I understand all of its provisions. I signify my agreement with the following statements by initialing each one:

\_\_\_\_\_ I have accurately described the nature of my case in Paragraph 2.

\_\_\_\_\_ I will remain in control of my case and assume responsibility for my case as described in Paragraph 3.

\_\_\_\_\_ The services that I want Attorney to perform in my case are identified by check marks in Paragraph 4. I take responsibility for all other aspects of my case.

\_\_\_\_\_ I accept the limitations on Attorney's responsibilities identified in Paragraph 5.

\_\_\_\_\_ I shall pay Attorney for services rendered as described in Paragraph 6.

\_\_\_\_\_ I will resolve any disputes I have with Attorney under this Agreement in the manner described in Paragraph 7.

\_\_\_\_\_ I understand that any amendments to this Agreement shall be in writing, as described in Paragraph 8.

\_\_\_\_\_ I acknowledge that I have been advised by Attorney that I have the right to consult another independent Attorney to review this Agreement and to advise me on my rights as a Client before I sign this Agreement.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date