

Proposed Sample Limited Scope Representation Agreement (Flat Fee, Non-Family)

We are pleased that you have engaged our law firm to serve as your legal counsel. Our representation is limited to the matter(s) 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 those 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 or consult with another independent attorney to review this Agreement and to advise you on your rights as a client before signing.

Identification of Parties: This Engagement Agreement is made between _____ [name of law firm], hereinafter referred to as "Law Firm," or "We" or "Our" or "Us" and _____ [name(s) of client(s)], hereinafter referred to as "You" or "Client(s)." Moreover, Law Firm represents only you and represents no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries/assignees to the relationship between our law firm and you.

Scope of Representation: We have been engaged to represent _____ [name of client] for the purpose of [choose the relevant legal service(s) listed below]:

Attorney will represent the client limited to the following legal services:

And further includes:

___ at the hearing on: _____, ___ and for any continuance of that hearing;

___ until submission of the order after hearing; and/or

___ Other: (describe legal service(s) in detail)

Client initials

Law Firm will provide all services necessary for the limited scope representation of the above matter(s), inclusive and exclusive of (check “yes” or “no” for each of the services listed below and include specific details for the items listed as “yes”):

a. **Court appearance(s)** Yes No
if yes, describe: _____

b. **Investigation** Yes No
if yes, describe: _____

c. **Pretrial discovery** Yes No
if yes, describe: _____

d. **Negotiation(s) with opposing counsel** Yes No
if yes, describe: _____

e. **Trial on the merits** (if necessary) Yes No
if yes, describe: _____

Limited Scope of Representation: We may agree at a later time to extend the legal services that we provide to you on this matter or for which we represent you on another separate matter. Any such extension of the existing representation or representation on a new matter will be the subject of a new separate written agreement between the parties. Additionally, the scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice unless otherwise specified and agreed upon by the parties to this agreement. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

I also authorize Attorney to retain and employ other attorneys with my prior knowledge and written consent; however, the entire fee of Attorney and any such other attorneys shall be limited as set forth herein below.

ATTORNEY’S FEES. As compensation for legal services, I agree to pay my Attorney as follows:

Flat Fee. I understand that the flat fee (or fixed cost) for these legal services is \$ _____, which amount is due and payable before _____. The fee reflects not simply the number of hours which individual lawyers may devote to my representation, but also the experience, reputation, skill and efficiency of the attorneys, as well as the potential inability of the firm to accept other employment during the pendency of the representation. I understand that if all of the flat fee is not received by _____, then client has breached this agreement and attorney can terminate representation. This agreement pertains to the representation through trial only. Any writ, appeal, motion for new trial, motion for reconsideration, or any other kind of post-trial relief is not covered by this agreement and first must be agreed upon by Attorney and client as the subject of a new written fee agreement.

Client initials

COSTS AND EXPENSES. In addition to paying Attorney's Fees, I agree to pay all costs and expenses in connection with Attorney's handling of this matter. Costs and expenses shall be billed to me as they are incurred, and I hereby agree promptly to reimburse Attorney. If an advance deposit is being held by Attorney, I agree promptly to reimburse Attorney for any amount in excess of what is being held in advance. These costs may include (but are not limited to) the following expenses incurred solely for the purposes of the representation undertaken for the Client: court costs and expenses of litigation, including filing fees; deposition costs; expert witness fees; transcript costs; witness fees; photographic, electronic, or digital evidence production; investigation fees; travel expenses; litigation-related medical expenses; and any other case-specific expenses directly related to the representation, such as computer legal research costs, long distance telephone charges, postage charges, copying charges (\$. per page), mileage (not to exceed the IRS acceptable rate), and outside courier service charges.

Advance deposit required _____ Yes _____ No

I agree to advance \$_____ for costs and expenses, which amount shall be deposited in Attorney's trust account and shall be applied to costs and expenses as they accrue. Should this advance be exhausted, I agree to replenish the advance promptly upon Attorney's request. If I fail to replenish the advance within ten (10) days of Attorney's request, Attorney shall have, in addition to other rights, the right to withdraw as my Attorney. Client understands and agrees that neither attorney nor client shall receive any interest from these funds.

NO GUARANTEE. I acknowledge that Attorney has made no promise or guarantee regarding the outcome of my legal matter. In fact, Attorney has advised me that litigation in general is risky, can take a long time, can be very costly, and can be very frustrating. I further acknowledge that Attorney shall have the right to cancel this agreement and withdraw from this matter subject to refund of any unearned fees, costs and expenses, if, in Attorney's professional opinion, the matter does not have merit, I do not have a reasonably good possibility of success, I refuse to follow the recommendations of Attorney, I fail to abide by the terms of this agreement, if Attorney's continued representation would result in a violation of the Rules of Professional Conduct, and/or at any other time if otherwise permitted by the Rules of Professional Conduct.

ALTERNATIVE FEE DISPUTE RESOLUTION. In the event of any dispute or disagreement concerning the scope, enforceability, or interpretation of this agreement or any portion thereof, I agree to submit to arbitration by the Louisiana State Bar Association Legal Fee Dispute Resolution Program. I understand that, by agreeing to submit to binding arbitration, I am:

- Waiving my right to a trial by jury;
- Waiving my right to appeal the decision;
- Agreeing that all disputes regarding legal fees and expenses contracted for, charged or collected pursuant to this agreement will be submitted to binding arbitration;
- Waiving my right to broad discovery under the Louisiana Code of Civil Procedure and/or Federal Rules of Civil Procedure;
- Acknowledging that I have had the opportunity to speak with independent legal counsel of my choice before signing this agreement;
- Aware that this clause does not limit the liability to me of the attorney(s) engaged hereunder for his, her, or their negligence or fraud; and
- Aware that this clause does not prevent me from filing a disciplinary complaint with the appropriate authorities against the attorney(s) engaged hereunder.

Client initials

NOTICE: By initialing in the space below, you are agreeing to have any dispute arising out of the matters included in the “Alternative Fee Dispute Resolution” provision decided by neutral binding arbitration as provided by Louisiana Arbitration Law. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the Louisiana Arbitration Law.

I have read and understand the foregoing and agree to submit to neutral binding arbitration disputes arising out of the matters included in the “Alternative Fee Dispute Resolution” provision.

Attorney initials

Client initials

ADDITIONAL TERMS. Attorney and Client agree to the following additional terms: _____

TERMINATION OF REPRESENTATION. I understand that I have the right to terminate the representation upon written notice to that effect. I understand that I will be responsible for any fees or costs incurred prior to the discharge or termination.

FILE RETENTION. Our office will offer to deliver/surrender your file to you at the conclusion of this matter, or sooner, if representation is terminated. If you choose not to take your file at that time, then our office will maintain the file for a maximum of 5 years after termination of representation, after which your file may be destroyed without further notice.

LOUISIANA LAW. This contract shall be governed by Louisiana law.

ENTIRE AGREEMENT. I have read this agreement in its entirety, and I agree to and understand the terms and conditions set forth herein. I acknowledge that there are no other terms or oral agreements existing between Attorney and Client. This agreement may not be amended or modified in any way without the prior written consent of Attorney and Client.

Attorney initials

Client initials

This agreement is executed by me, the undersigned Client, on this _____ day of _____, 20_____.

Client: _____

The foregoing agreement is hereby accepted on this _____ day of _____, 20_____.

Attorney: _____

Client initials