

## **Agreement Between Lawyer and Client ["this Agreement"]**

You have chosen to hire me based upon a service model that is limited in scope. This means I will only help you with part of your case against [NAME] in the [Ontario SUPERIOR COURT/ONTARIO Court of Justice].

This Agreement describes the terms and limits of our engagement or, in other words, the work I will and will not be doing for you. I will not take action for you until you have signed and returned this Agreement.

The specifics this Agreement are as follows:

1. **Nature of Case:** You have consulted me on the following issues relating to your family law case:

- Custody (major decisions about children such as health, medical, school, region, travel, etc.)
- Child's Residential Arrangements and Parenting Time/Access (time-sharing for children)
- Child Support
- Spousal Support
- Division of Assets (including any pension or family residence)
- Possession of a Family Residence
- Restraining Order
- Other

2. **Stage of Case:** You have consulted with me regarding the following stage(s) in your family law case:

- general procedural information
- procedure to start/respond to/reply to a family case in court
- information-gathering/strategy
- negotiations
- mediation

- conferences
- motions
- trial
- enforcement of orders
- appeal
- divorce
- review or variation (motion to change)
- other (specify):

3. **Your Responsibilities:** You will maintain overall control for your case and you will remain responsible for all aspects of your case, except those specifically assigned to me as set out in this Agreement. In addition, you must:

- a. Comply with all reasonable requests I make for information about your case;
- b. Inform me about the parts of the case that have been assigned to me;
- c. Keep me advised of any information that is relevant to your case;
- d. Provide me with copies of all correspondence relevant to your case;
- e. Keep all documents related to your case in a file that I can review on request;
- f. Immediately notify me of any pending negotiations, conferences, hearings, deadlines (either contractual or imposed by a court), or other court events;
- g. Immediately notify me if you receive any new materials about the case and provide me with a copy of the item you received, as well as the date you received it. This includes pleadings, motions, letters, or other documents from the other party, the other party's lawyer, any expert, appraiser, or evaluator hired by either you or the other party or appointed by the Court, or any documents from the Court,
- h. Review and re-evaluate all information provided by me to ensure continuing accuracy;
- i. Sign all papers, agreements or filings relevant to your case;
- j. Keep me advised of any concerns you may have regarding your case or my services;

- k. Immediately notify me of any changes to your contact information.
4. **You Agree:** In addition to the items you are responsible for, above, you agree:
- a. Not to assume I am assisting you with any part of your case apart from what is specifically detailed in this Agreement;
  - b. That you are responsible for dealing with all aspects of your case and will be acting in person at all court appearances, unless we specifically otherwise agree in advance;
  - c. That I will be the lawyer responsible for the services that we have agreed that I will provide. For efficiency and/or cost-saving reasons, however, I may delegate work to others in my office including other lawyers, law students, and law clerks or legal assistants;
  - d. That I will try to return telephone calls and respond to email and other messages as quickly as possible, but that this may not be possible on the same day.
  - e. [Optional]: That you understand I use cloud-based programs to store client files and business records, and that some of these programs use servers located outside of Canada. You acknowledge that using these programs may create some risks for your information and by signing this Agreement you agree to my use of these programs;
  - f. That while I may offer an opinion about your case or about possible results of a court hearing relating to this matter, I cannot and do not guarantee any particular result. You acknowledge that I have made no promises about the outcome and that any opinion offered does not constitute a guarantee.
5. **Scope of Services:** You and I have agreed to the services that I will and will not provide as listed in **Appendix A** relating to the issues identified above under “Nature of Case”. I will not provide you with advice or perform any services with respect to any part of your case that is not specifically related to the scope of service in **Appendix A**.
6. **Limitation of My Responsibilities:** I will perform the specific legal tasks identified by the word “Yes” in **Appendix A**. These tasks will be performed in such a way that they are consistent with my ethical and professional responsibilities, including observing strict confidentiality.

In providing those services, you agree that I **will not:**

- a. Take on responsibility for your case with the court. This means that you will act or continue to act in person as defined by the *Family Law Rules* unless we have agreed otherwise. As a result, you will be fully responsible for taking all steps required by the *Family Law Rules* and meeting all court deadlines, unless I am specifically retained to help you do so;

- b. Represent, speak for, appear on your behalf, at any court attendance, unless we have agreed that I will attend court a specific court attendance in advance and, if so, on what basis;
  - c. Accept service on your behalf of any court documents;
  - d. Take any steps to prepare your case for trial [Remove if your retainer includes trial services];
  - e. Make decisions for you about any aspect of your case;
  - f. Protect your property by seeking any restraining orders while discovery, negotiations, mediation or litigation are in progress;
  - g. Provide you with any advice or services regarding any non-family law issues.
7. **Amendments:** You may request that I provide additional services. If I agree to provide additional services, they will be specifically listed in an updated **Appendix A** to this Agreement, and initialed and dated by both of us. The date that we initial any such list of additional services to be provided will be the date on which I become responsible for providing you with those services.
8. **New Retainer Agreement:** If, after we enter into this Agreement, you decide to retain me to represent you in your case to handle the entire case from that point forward on your behalf, and I agree to accept the retainer, we will need to enter into a new written Agreement that sets out my additional responsibilities.
9. **Lawyer of Record:** When I appear for any specific court attendances we have agreed to in “Scope of Services”, above, you acknowledge that I will not be representing you (as defined in rule 4(1)(b) of the *Family Law Rules*), but instead will only be appearing in court as your agent.
10. **Confidentiality:** All information you provide to me or any staff member in this office will be kept private and confidential. As lawyers, we have a professional and a legal obligation to keep all information we receive from you confidential. *The Personal Information Protection and Electronic Documents Act* gives you rights concerning the privacy of your personal information, and we will ensure they are protected in this office. While lawyers and staff in the office will converse with each other about your case, we will not speak about it with anyone outside of this office without your consent. Only you have the power to decide if the information you share with us will also be shared with others, unless we are obligated to do so pursuant to statute or the *Rules of Professional Conduct*.

In particular, you confirm the following: (select one)

- I have your permission to disclose to the Court and/or opposing counsel the limits of this retainer, and the specifics of what I have been retained by you to do.

- You instruct me not to reveal any details regarding my involvement or the limits of this retainer.

11. **Fee Structure:** This section reflects our agreement for how you will pay for my services. You agree to pay for these legal services as follows: [Select the agreed-upon process and modify as is appropriate to reflect the applicable billing model]

**Hourly Rate:**

1. You agree to pay for legal fees using my current hourly rate [or: rates for me and those we agree will work on your matter]:
  - a. [list]
2. Time is recorded in increments of one tenth of an hour.
3. Time spent on telephone calls and e-mails will be included in my invoices to you.
4. In addition to legal fees, if you instruct me, or it is necessary for me, to incur expenses (also called disbursements) that result from our work on your matter then you agree to pay for, or reimburse me for, such expenses. Disbursements may include expenses such as the cost of obtaining documents like a marriage certificate, courier charges, process server fees, photocopying and fax charges, and fees for retaining an expert.
5. You understand that I am required to include taxes (GST/HST and/or PST) on fees and on some disbursements.
6. Unless we agree in writing to another method, you agree to pay invoices for legal fees and any disbursements at the time each task is completed.
7. Payment will be required in accordance with Section 11 below.
8. You understand that payment must be made by [list acceptable methods: certified cheque, money order, bank draft, electronic transfer, credit card, cash etc.].

**Timing of Payment:** [Select the agreed-upon timing]

- Unless we agree in writing to another method, you will agree to pay invoices for legal fees and any disbursements at the time each task is completed [pay as you go]; or,
- Unless we agree in writing to another method, we will deliver invoices to you monthly [payment due upon receipt of invoice]; or,
- You agree to deposit with me the sum of \$XXXX as a retainer deposit [retainer deposit]. I will not commence work on your matter until I have your retainer deposit and you have signed this Agreement. I will keep this retainer deposit in my general trust account for your benefit until I send you an invoice. At that time, I will transfer

money from your deposit to pay the invoice. At the end of this Agreement, I will refund to you any money left in your deposit after deducting any unpaid or final invoices for work or expenses to that date.

- [optional] You will replenish your retainer deposit when I ask you to do so. The amount of the retainer deposit may change depending on what you are asking me to do for you.
- [optional] When the retainer deposit you provide has been exhausted or is not enough to cover the work that needs to be done or disbursements that need to be incurred, I will not do any further work for you or incur any further expenses on your behalf until the retainer deposit is replenished in the amount requested.

**Flat fee:**

1. The following tasks within the Scope of Services described above are available for a fixed or flat fee as follows:
  - a. [List or include as part of **Appendix A**]
2. You agree to pay an invoice for each flat fee upon completion of the specified task. For example, payment for your initial consultation session (\$X) is due at the conclusion of the first meeting.
3. In addition to legal fees, if you instruct me, or it is necessary for me, to incur expenses (also called disbursements) that result from our work on your matter then you agree to pay for such expenses. Disbursements may include expenses such as the cost of obtaining documents like a marriage certificate, courier charges, process server fees, photocopying and fax charges, and fees for retaining an expert.
4. You understand that I am required to include taxes (GST/HST and/or PST) on fees and on some disbursements.
5. You understand that payment must be made by [list acceptable methods: certified cheque, money order, bank draft, electronic transfer, credit card, cash etc.].

12. **Method of Payment for Services:** In addition to the above terms regarding when payment is due, you understand and agree that:

- [optional] I will send you my accounts (invoices for services) to you on the basis of time spent on your behalf and expenses that I have incurred on your behalf.
- You will pay my accounts when you receive them, and interest will be charged on outstanding accounts under to the *Solicitors Act*. Each account is considered final, even though my work for you may be ongoing. If you are dissatisfied with the account billing, you may obtain an Order for Assessment and an Assessment Appointment at your own

expense within 30 days from the date of the bill. You are welcome to ask me questions about any accounts I send to you.

- The hourly rate I charge may increase while I am assisting you. If I increase the hourly rate(s) you are being charged, the new hourly rate will only apply to services provided thirty days or more after you receive written notice of the increase.

13. **Costs:** You agree:

- To pay all costs payable to third parties in connection with your case directly. This includes filing fees, investigation fees, questioning fees, court reporter fees, etc. You understand that I will not advance costs to third parties on your behalf without your advance consent.
- Except where we have agreed to a flat fee for my services, that you I made no promises about the total amount of fees you will incur under this Agreement.

- Accounts and correspondence shall be sent to you by: (select one)

Email only

Email and Mail

14. **Dismissal:** I understand you may dismiss me as your lawyer at any time by written notice which will take effect when I receive your notice. Unless we specifically agree otherwise, I will provide no further services to you after receipt of the notice. Notwithstanding the dismissal, you understand and agree that you will remain obligated to pay me at the agreed rate for all services that I provided prior to being dismissed.

15. **Withdrawal of Lawyer:** I may withdraw at any time as permitted under the Law Society of Ontario's *Rules of Professional Conduct* and/or the *Family Law Rules*. This means that I will no longer provide services under to this Agreement. The circumstances under which such Rules permit me to withdraw include, but are not limited to, the following:

- a. You consent to my withdrawal;
- b. You mislead me in a material way;
- c. You instruct me to do something that is prohibited by the *Rules of Professional Conduct*;
- d. My continuing to act would be unethical or impractical;
- e. Your conduct renders it unreasonably difficult for me to carry out the services effectively;
- f. You fail to cooperate with me in any reasonable request;
- g. You fail to communicate with me on a timely basis;

- h. There is a serious loss of confidence between us; and
- i. You fail to pay my fees or costs as required by this Agreement.

Notwithstanding my withdrawal, you understand and agree that you will remain obligated to pay me at the agreed rate for all services provided. At the termination of services under this agreement, and upon your request, I will promptly release all of your papers and property.

16. **Effective Date of Agreement:** This Agreement will take effect when I receive a copy of the Agreement, signed by you, [optional] as well as any deposit required by Paragraph 8. Once effective, this Agreement will, however, also apply to any services I provided on this matter before the effective date of this Agreement with your agreement.

17. **Advice Given:** You acknowledge that you have been advised that:

- Any claims you may have to an equalization of net family properties under the *Family Law Act* may be precluded by statute if you do not start court proceedings within six years of your separation from your spouse or within two years after a divorce or judgment of nullity, whichever is sooner. There is also a two-year limitation on common-law demands with respect to property other than real estate and a ten-year limitation to make a claim in relation to real estate or real property.
- You should consider whether it is appropriate to revoke any existing will and making a new one now, and that when matters with your spouse are resolved, you should consider making a new one at that time.
- You should consider whether it is appropriate to change the beneficiary designations in your life insurance and with respect to any RRSPs, TFSAs, LIRAs or pensions.
- You should consider whether it is appropriate to sever any joint tenancies that you hold with your spouse relating to jointly owned property.

18. **Acknowledgment and Statement of Understanding:** By signing this Agreement, you acknowledge that:

- You have carefully read this Agreement and understand its terms;
- You understand that I will only provide the services listed in **Appendix A**;
- You will be responsible for your case, other than those aspects where we have specifically agreed that I will provide assistance;
- This document forms the complete Agreement between us for the provision of my legal services;
- You will pay me for my services as required by this Agreement;



- You have been advised that you have the right to consult with another lawyer to review this Agreement who can advise you on your rights as a client before you sign this Agreement.

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lawyer

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Client