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*Barbara S. Cohen, B.A., L.L.B*

Tel:

*Barrister and Solicitor*

E-mail:

(Date)

Mr. or Ms. (name of client)  
Address of client  
Address of client  
Postal code

Dear Mr. or Ms. (name of client):

## **PART 1: LEGAL SERVICES**

### Services Covered by This Agreement

You have asked me to provide legal services to you relating to your separation from your spouse.

I will keep you informed about matters that arise and discuss with you any significant decisions you must make. I will give you my best legal advice, but you will make the final decisions. Significant decisions may require your written consent.

As my practice is restricted to Family Law, I will not be able to give you legal advice or perform legal services for you relating to non family law matters.

### Your Role as Client

You understand the importance of giving me all the facts and of being totally honest with me. I can only do my best job if I have your trust and am fully informed. In particular, I ask you to give me all information you have, or have access to, which could help me in understanding all relevant facts.

## **PART 2: FINANCIAL ARRANGEMENTS**

### Retainer

This letter will confirm our financial arrangement. You will (have) provided me with a retainer of \$\_\_\_\_\_ which will be held in trust and applied to accounts rendered to you on a monthly basis. It will (may) be necessary to ask you for a top up on your retainer as funds are used. At the conclusion of your case, any money remaining in trust will be returned to you. You will be charged a \$25.00 service fee for any cheques returned NSF.

### Payment Arrangements and Fees

I will bill for all time I spend working on your file, including meetings, telephone and office time, correspondence (including email), travel (at a reduced rate and only for long distances), research, meeting preparation, and consultation with other lawyers and experts.

There are also many services, such as gathering information and preparing routine documents, that my paralegal assistant is well qualified to perform and at a lower cost. The paralegal works under my supervision, but may not give legal advice. My paralegal is Sandra Garvey, B Comm; her hourly rate is \$75.00 plus GST. Her time will not be charged for "routine" administrative work – only work requiring some expertise.

This letter will authorize payment for all necessary disbursements which may include such items as courier charges, process server fees and long distance telephone calls. I do not charge for photocopies unless we are required to outsource. Disbursements may also include the costs to retain experts such as accountants, appraisers, actuaries or others on your behalf as may be advisable to protect your interests. I will not retain any experts without your prior approval.

My hourly rate is \$ /hr. and may be reassessed each year. If there is a change to a stated rate, I will give you at least three months notice of such change.

### Billing

Bills are due and payable when rendered. Any accounts which are 30 days overdue shall be charged interest at the current rate pursuant to the *Solicitors Act*, calculated from the date the account is rendered. If you have any questions about your account, please contact my office. Please keep my office advised of any changes to your address or telephone number.

## **PART 3: DEALING WITH EACH OTHER**

### Telephone Calls

I will try to return your telephone calls or respond to your letters as quickly as possible, but I will not always be able to do so on the same day that you have left a message.

As noted above, I will bill you for all telephone calls and meetings, including any time I may need to prepare for such conversations and document them afterwards. In order for you to receive the most value for my services, I will try to be as efficient as possible.

### Priorities

If I have an urgent matter to deal with, that matter will take priority.

Emergencies involving children will take priority over adults. As a result, there may be times when I am not available to work on your file. I will always endeavor to appropriately prioritize my work and, subject to urgent matters interfering, provide you with efficient service.

### Ending the Relationship

#### *By You*

You are free to end my services before your matter is completed by writing me a letter or note. If you do, you agree to pay my fees and expenses up to the date of ending those services.

#### *By Me*

I am free to withdraw my services at any time if I have good reason. For example, I would withdraw my services if a client:

- deliberately misrepresented facts or deliberately failed to disclose important facts;
- did not cooperate with me in any reasonable request;
- asked me to do something unethical or illegal;
- did not pay my bills on time without making other arrangements for payment.

### Confidentiality

Unless I need to share information about your matter as part of my efforts on your behalf, all information you give me will be kept confidential between us.

### No Guarantee of Success

I will try my best in acting for you and give you my best legal advice.

However, you understand that I cannot guarantee the successful outcome of issues that proceed to court. I will recommend proceeding with litigation only if the merits strongly suggest likely success. Remember that these issues may involve uncertainties in the law, the facts, and the evidence.

**PART 4: THIS CONTRACT**

Review

For 90 days after signing this contract or after our relationship has ended, you have the right to ask the court to review this contract to see if it is unfair or unreasonable. You have this right even if you have paid my legal fees or expenses.

I also invite you to ask another lawyer to review this contract, if you wish, to make sure it is fair and reasonable.

Signing

This contract contains the whole agreement between us about our relationship with each other and my legal fees and expenses. It will not be changed unless you and I both agree and sign any changes.

If you are satisfied with this contract, please sign and date both copies and return them to me. I will return a copy to you with my signature. If there is anything you do not agree with, or if there is anything you would like to discuss before signing, please feel free to call me.

\_\_\_\_\_  
Barbara Cohen

\_\_\_\_\_  
Date

I have read this contract carefully, understand and agree with its terms.

\_\_\_\_\_  
(Client name)

\_\_\_\_\_  
Date