

# Letter of Engagement

This Agreement is entered by and between:

\_\_\_\_\_, hereafter referred to as “Client” and \_\_\_\_\_  
\_\_\_\_\_, hereafter referred to as “Attorneys”.

Attorneys shall have the right to either Attorney or both working on the below representation, which shall be at the sole discretion of the Attorneys.

Since, the Attorneys reviewed with you the Statement of Client’s Rights and Responsibilities, which is attached, the Attorneys have agreed to the representation for the Client with the details described hereunder:

## Scope of Representation

*Preparation, filing, and assistance on securing a decree of Divorce from the courts. The divorce decree is represented to be under CONTESTED circumstances on at one issue or more of the Matrimonial Action.*

The attorneys’ services in this matter will end unless otherwise agreed upon in writing signed by the parties. Not included in the scope of the attorneys’ representation is any appeal or actual appearance before the court(s) or any administrative agency (except in consonance with an CONTESTED divorce proceeding, **NOT TO GO BEYOND THE DECISION OF THE TRIAL COURT** ). Moreover, excluded matters from the scope of services are services that the Client may request in relation to any other matter, dispute, or proceeding. **The Client shall be solely responsible for Service of all papers, all court fees, process, and incidental expenses connected with this representation. The Client has the right to withdrawal from this representation at any time, subject to the Hourly Rate Provision below. Attorneys also have the right to withdrawal from this representation for just cause, limited to nonpayment of fees or conflicts that are unresolvable between Attorneys and Client.**

## Fees

The Attorneys shall bill the **flat amounts as follows (Amounts Payable to \_\_\_\_\_)**:

\_\_\_\_\_ **United States Dollars (USD \_\_\_\_\_) for acceptance of the case, which is due upon the execution of this Agreement.**

\_\_\_\_\_ **United States Dollars (USD \_\_\_\_\_) per appearance, whether in court or out of court, e.g. negotiations, personal conference with opposition, etc. ALL APPEARANCE FEES MUST BE PAID UPFRONT IN BLOCKS OF 3 (\_\_\_\_\_), WHICH WILL BE HELD IN A TRUST ACCOUNT FOR YOU.**

\_\_\_\_\_ **United States Dollars (USD \_\_\_\_\_) per written motion.**

\_\_\_\_\_ **United States Dollars (USD \_\_\_\_\_) for trial.**

**All appearance and written motion fees are due at least one month before the occurrence of the event that they are compensating. Trial fee is due at least two months before trial.**

**An Addition to the above listed fees, there may be additional court fees and expenses incurred by Attorneys, which Client will be required to reimburse Attorneys for these additional fees.**

**Billing: As all expected fees and expenses are known and paid in full upfront, including appearances, motions, and trial, Attorneys will not submit a bill to you, UNLESS CLIENT WANTS THIS RIGHT. I, \_\_\_\_\_, do wish to receive bills during this representation from Attorney. However, I do reserve my right change this waiver and question any expenses with Attorneys.**

\_\_\_\_\_  
**Client shall not be charged for time spent in discussion of the bills received.**

**Client has the right to copies of all correspondence and documents relating to this representation, and to be kept apprised of its status.**

**Hourly Rate: If Client or Attorneys choose to end this representation before its natural conclusion (the securing of a Contested Divorce Decree), an hourly rate of Five Hundred United States Dollars (USD 500.00) will be charged by how many hours of work Attorneys have worked on this representation (not to exceed maximum amount above).**

It is further agreed upon by all parties that all legal fees and expenses connected with this representation paid in advance, during, or after legal services are rendered become the immediate and sole property of the attorneys.

**All fees under this representation are flat fee amounts and are not retainers. However, this statement should NOT be interpreted as these fees are non-refundable.**

**Lastly, if Client falls behind in more than one (1) appearance/motion fee then Attorneys will have the right to withdrawal from the case.**

**In the event that a dispute arises between the parties herein relating to fees, both Attorneys and Client here now consent in advance to arbitration that is final and binding pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, with the right of a de novo review(not considering the previous decision) by either party.**

**ALL MODIFICATIONS MUST BE MADE IN WRITING SIGNED BY BOTH PARTIES AND ATTACHED TO THIS AGREEMENT.**

**Signatures:      Date: \_\_\_\_\_**

**One of the attorneys must sign this agreement for it to be effective:**

\_\_\_\_\_  
**Client**

\_\_\_\_\_  
**Attorney**

\_\_\_\_\_  
**Attorney**

# UNIFIED COURT SYSTEM OF THE STATE OF NEW YORK

## PLEASE READ CAREFULLY!!

Your attorney is providing you with this document to inform you of what you, as a client, are entitled to by law or by custom. To help prevent any misunderstanding between you and your attorney please read this document carefully.

If you ever have any questions about these rights, or about the way your case is being handled, do not hesitate to ask your attorney. He or she should be readily available to represent your best interests and keep you informed about your case.

## STATEMENT OF CLIENT'S RIGHTS

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.

- 6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding your representation.**
- 7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.) You also have a right to be present at all hearings or proceedings, including conferences and meetings, unless contrary to law or judge's orders.**
- 8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.**
- 9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.**
- 10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.**

#### **STATEMENT OF CLIENT'S RESPONSIBILITIES**

**RECIPROCAL TRUST, COURTESY, AND RESPECT ARE THE HALLMARKS OF THE ATTORNEY-CLIENT RELATIONSHIP. WITHIN THAT RELATIONSHIP, THE CLIENT LOOKS TO THE ATTORNEY FOR EXPERTISE, EDUCATION, SOUND JUDGMENT, PROTECTION, ADVOCACY, AND REPRESENTATION. THESE EXPECTATIONS CAN BE ACHIEVED ONLY IF THE CLIENT FULFILLS THE FOLLOWING RESPONSIBILITIES:**

- 1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.**
- 2. The client's relationship with the lawyer should be one of complete candor and the client should apprise the lawyer of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.**
- 3. The client must honor the fee arrangement as agreed to with the lawyer to the extent required by law.**
- 4. All bills tendered to the client for services rendered pursuant to the agreed upon arrangement regarding fees and expenses should be paid when due.**

5. A client who discharges the attorney and terminates the attorney-client relationship must nevertheless honor financial commitments under the agreed to arrangement regarding fees and expenses to the extent required by law.
6. Although the client should expect that his or hers letters, telephone calls, emails, faxes, and other communications to the lawyer will be answered within a reasonable time, the client should recognize that the lawyer has other clients who may be equally deserving of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number, address, email, or other electronic contact information, and respond promptly to a request from the lawyer for information and cooperation.
8. The client must realize that lawyer is required to respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions that are unprofessional or contrary to law or the New York Rules of Professional Conduct.
9. The lawyer may decline to accept a matter that the lawyer has previous personal or professional commitments that will prohibit the lawyer from devoting adequate time to representing the client competently and diligently.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or a suitable working relationship with the client is not likely.

Receipt Acknowledged: Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorney's signature

\_\_\_\_\_  
Client's signature